

Due to COVID-19 social distancing requirements the March 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 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.

PUBLIC HEARING 6:50 PM

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.

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.

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.

TOWN MEETING AGENDA MARCH 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 February 17, 2022 Town Council Meeting.



VI. Petitions and Communications

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

VII. Resolutions & Ordinances

- A. Vote on 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.
- B. Vote on 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.
- C. Vote on 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.



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 consider awarding a contract to **Eastern Shore Regional GIS Cooperative (ESRGC)** in the amount of \$12,624.86 from the FY22 General Fund. These costs will be submitted to the Department of Natural Resources for reimbursement in accordance to the Town's grant agreement.
- 2. Town Council to consider awarding a contract to Kyocera for copier equipment and maintenance services with **Kyocera** at Town Hall and the Chesapeake Beach Water Park in the amount of \$10,476.00 for a 60-month lease at Town Hall and \$6,354.00 for a 60-month lease at the Chesapeake Beach Water Park.



- XI. Public Comment
- XII. Council Lightning Round
- XIII. Adjournment



MINUTES OF THE TOWN COUNCIL MEETING FEBRUARY 17, 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.

The Mayor took the opportunity to congratulate Mr. Berry on the arrival of his new grandson.

III. Approve the Agenda.

MOTION: Councilwoman Hartman 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 January 20, 2022 Public Hearing.

MOTION: Councilman Jaworski moved to approve the minutes of the January 20, 2022 Public Hearing. Seconded by Councilwoman Hartman, all in favor.

Approval of the minutes of the January 20, 2022 Town Council Meeting.

MOTION: Councilman Pardieck moved to approve the minutes of the January 20, 2022 Town Council meeting. Seconded by Councilwoman Beaudin, all in favor.

Approval of the minutes of the February 8, 2022 Informational Work Session.

MOTION: Councilwoman Beaudin moved to approve the minutes of the February 8, 2022 Informational Work Session. Seconded by Councilman Fink, all in favor.

Approval of the minutes of the February 8, 2022 Closed Session.

MOTION: Councilwoman Hartman moved to approve the minutes of the February 8, 2022 Closed Session. Seconded by Councilman Pardieck, all in favor.

VI. Petitions and Communications -

- A. Greg Kernan Candidate for the Ethics Commission Mr. Kernan was available to introduce himself to the Council and stated he appreciates the opportunity to apply for the vacant position on the Ethics Commission.
- B. State of the Town The Mayor gave an intro message before Mrs. Wahl presented the State of the Town presentation. Mrs. Wahl narrated the presentation with the inclusion of messages from Mr. Berry, Public Works, Mr. Castro and Mr. Stinnett, WRTP, and Mrs. Kennedy and Mrs. Richard of the Water Park.
- **C.** Town Administrator's Report Mrs. Wahl submitted the attached written report and addressed Council's questions.
- **D.** Public Works Report Mr. Berry submitted the attached written report and was present to address questions from the Council.
- **E.** Water Reclamation Treatment Plant Report Mr. Castro submitted the attached written report and was present to address Council. Mr. Castro briefed the Council on the Effluent Biomonitoring & Toxic Chemical testing.
- **F.** Code Enforcement Report Mrs. O'Dell submitted the attached written report and was present to address the Council.
- G. Town Treasurer's Report Mr. Clark submitted the attached written report and was present to address Council. The Council looks forward to discussing uses for the ARPA funds.
- **H.** Town Engineer Report Mr. Newton submitted the attached written report and updated the Council on the 261 sidewalks.
- I. **Deputy's Report** Lieutenant Hollinger submitted the attached written report and was present to address the Council.
- J. North Beach Volunteer Fire Department The attached written report was submitted. Councilman Jaworski wanted to mention that the department has a new engine 12 under construction and that the annual Sportsman Bash is coming up on March 12th.
- K. Mayor' Report The Mayor stated it is an honor to be associated with this Town Council as it prepares to decrease the property tax rate for the sixth year in a row. Second, the Mayor was able to attend the Maryland Board of Public Works meeting where Lieutenant Governor Rutherford, Comptroller Franchot, and Treasurer Davis, approved the \$150,000 in program open space grants for our Town. He expressed thanks to Senator Jackson, and the Board of County Commissioners for their support and special thanks for efforts by Delegate Fisher and Mayor Benton of North Beach. Lastly, Spring is coming, and the Town has a full slate of special events planned for 2022, beginning with the Easter Festival at Kellam's Field on April 9th.

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. A public hearing will be held on March 17, 2022 beginning at 6:50 pm.
- 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. A public hearing will be held on March 17, 2022 beginning at 6:55 pm.
- 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. A public hearing will be held on March 17, 2022 beginning at 6:58 pm.
- 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. A public hearing will be held on March 29, 2022 beginning at 6:00 pm.

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 stated the Town is moving forward with the flooding and sea level rise steering committee and hope to have up and running in the next few weeks. Mr. Jakubiak has put together a work plan and moving forward on some of the elements in that plan.
- Economic Development Committee Councilman Jaworski stated he and co-chair Morris will be contacting local businesses in Town to discuss how the Town can help support the businesses and vice versa. Mr. Jaworski stated he and Mr. Morris joined in on the SMMA meeting last evening which provided a discussion on the American Rescue Plan Act, presented by MML's, Tom Reynolds, and how those funds can be used. Also

attended a meeting on February 4th with the Calvert County Economic Development along with the mayors of both towns discussing how the county can work closer with both towns to support the twin beaches.

- F. Green Team Committee Councilwoman Beaudin reported an upcoming event on March 5th, the Native Bee and Pollinator Talk, with speaker Sam Droege and special guest, Mike Hunninghake, program manager for Sustainable Maryland, who will introduce Mr. Droege. Another, is the Tree City USA program for urban forestry and canopy, noting they are in the process of becoming certified, and a Spring clean-up is being scheduled for April 30th. The Team's next meeting is scheduled for February 24th, 6:30 pm at Town Hall.
- G. Kellam's Revitalization Committee Councilman Morris noted that Messick & Associates are at work on some studies and planning for the Kellam's Field and looks forward to that coming before the committee for review. Councilman Fink noted that security cameras are now installed at the Kellam's Field and voiced some concerns.
- H. Twin Beaches Opioid Abuse Awareness Coalition Councilman Pardieck stated the Coalition met February 10th primarily to discuss the May 14th Health and Wellness Fair and gave an overview to the Council.
- I. Walkable Community Advisory Group Councilman Fink stated he worked with Mr. Pardieck and Town staff on some walkable events for the Health Fair and is looking forward to that. He met with the Town Administrator and public works to discuss working with State Highway to freshen the paint on crosswalks along the main state road where sidewalks end and crosswalks begin, making better awareness for pedestrians as they walk. He commented there are projects, though not visible now, that are being worked on behind the scenes, with the appropriate agencies, to acquire permission to move forward. On another note, he appreciated the recognition in the State of the Town for himself, Mr. Favret, and Ms. Hartman, but would be remiss if he didn't give praise to all the members of the Walkable Group for their dedicated work from the very beginning, namely, Laurie Blackwelder, Madeleine Blake, Amenda Brown, Jan Ruttkay, and Ed Solkowski.

IX. Unfinished Business: None.

X. New Business:

1. Town Council to confirm the reappointment of Ingrid Lamb to the Ethics Commission for a one-year term beginning March 15, 2022.

MOTION: Councilwoman Beaudin moved to confirm the reappointment of Ingrid Lamb to the Ethics Commission for a one-year term. Seconded by Councilman Pardieck, all in favor.

2. Town Council to consider the reappointment of Peter Feuerle to the Ethics Commission for a three-year term beginning March 15, 2022.

MOTION: Councilwoman Beaudin moved to approve the reappointment of Peter Feuerle to the Ethics Commission for a three-year term. Seconded by Councilman Jaworski, all in favor.

3. Town Council to consider the appointment of Greg Kernan to the Ethics Commission for a five-year term beginning March 15, 2022.

MOTION: Councilwoman Beaudin moved to approve the appointment of Greg Kernan to the Ethics Commission for a five-year term. Seconded by Councilman Jaworski, all in favor.

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.

MOTION: Councilwoman Hartman moved to approve awarding a contract to Chapman Services in the amount of \$13,080 and Wires Inc. in the amount of \$2,200, totaling \$15,080, to install the HVAV system in the Water Park Grille. Seconded by Councilman Jaworski, all in favor.

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

MOTION: Councilwoman Beaudin moved to approve a contract to Pepsi for beverage services at the Water Park for a three-year term. Seconded by Councilman Pardieck, all in favor.

XI. Public comment was received by:

1. Melanie Loveless inquired if there has been any movement or progress in revitalizing the Tot Lot.

XII. Council Lightning Round:

- 1. Dr. Beaudin reiterated the Native Bee Talk with Sam Droege on March 5th at the Northeast Community Center and encouraged everyone to review and provide comment on the contents of the Comprehensive Plan.
- 2. Mr. Fink also encouraged the public to review the Comprehensive Plan and provide comment as the Plan will have significant impacts and would not want any to be taken by surprise.
- 3. Mr. Jaworski thanked everyone for hanging in until the end of the meeting and commented he was ready for Spring!

- 4. Mr. Morris stated the EDC will have a table at the Health and Wellness Fair and looking forward to that, and highlighted the dedication planned for Nancy Feuerle by the Green Team commenting Nancy was a dedicated servant for the Town.
- 5. Mr. Pardieck wanted to express his appreciation to all the volunteers on the Town Committees, Boards, and Commissions for their willingness to serve and all that they do. He wished everyone a great three-day weekend.
- 6. Ms. Hartman added that she is very impressed with the reports by the Boards, Commissions, and Committees and the amount of work being done, super impressive!

XIII. Adjournment

There being no further comments, the meeting adjourned at 8:22 pm on a motion by Councilman Jaworski. Seconded by Councilwoman Hartman, all in favor.

Submitted by,

Sharon L. Humm,

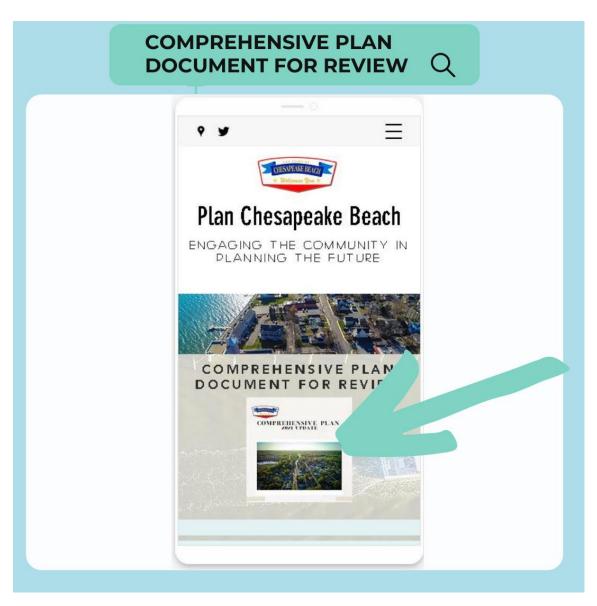
Claren J. Hum

Town Clerk



I. PLAN CHESAPEAKE BEACH:

The Town Council will hold a public hearing on March 29th at 6:00 PM to hear comments related to the Comprehensive Plan. Citizens can provide public comment in person at Town Hall, virtually or by phone. For meeting connection information please visit the Town website "Upcoming Meetings and Town Notices" linked here. All information, and public comment submission forms, are available on the Comprehensive Plans dedicated website at planchesapeakebeachmd.gov.





II. FEDERAL DREDGE PREPARATION:

<u>Army Corp of Engineers Update March 2022</u>: The Army Corp of Engineers are currently finalizing the plans and specifications and plan to have to contract out for solicitation/ bid by 1 April. The goal is still to award the contract by 31 May.

III. HIGHLANDS SPECIAL TAX DISTRICT:

Highlands Public Sewer Connectivity Hearing: The Board of County Commissioners of Calvert County held <u>a public hearing</u> 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 has stated that they plan to hold another public hearing and is working directly with the HOA to set a date in the near future.

IV. TOWN ASSETS:

• **Kellam's Field:** Please check the Town's <u>website</u> for schedule updates as the field is now open additional dates, and times, for open community use. Town staff plans to bring forward steps to address stormwater management on the field and tot lot area during the April Town Council work session.





- Camera Upgrades: Additional signage has been posted for awareness of cameras along Town parks and recreational areas. The Town has worked over the last several months to improve reliability of the cameras; replacing solar cameras that were unreliable with hard powered cameras.
- 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.

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 event will be held in partnership with the Town of North Beach, Calvert Health and the Calvert County Health Department; providing an all-encompassing health and wellness fair with opportunities for safe community gathering at the center of Town.





Easter Eggstravaganza: Join us April 9, 2022 at Kellam's Field for the Easter Eggstravaganza!





VI. GRANTS:

1. The following (3) three projects from the Town totaling \$150,000. Work has begun to determine a scope of work for these projects with further details becoming available to the public in coordination with the Town's Walkable Community Advisory Group.

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. 29th 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



2. **Safe Routes to School SRTS 100% construction design**: Town staff continues to work through the 100% design safe routes to school project and expects to have a MOU with the State before Town Council soon.

V. TOWN PERMIT ACTIVITY:

Permit #	Address:	Improvement:
2022-06	7900 Old Bayside Rd.	Retaining Wall
pending	8373 Legacy Cir	Fence
pending	8216 F St	Remove trees
pending	8358 Autumn Oaks Ct	Re-platting Lots 18 & 19
		Demo existing garage &
pending	3812 27th St.	replace
2022-11	2944 Heritage Dr.	SFD
2022-12	2936 Heritage Dr.	SFD
2022-15	8357 Legacy Circle	5x5 Landing w/stairs
pending	7513 H St.	After the fact fence
2022-07	3819 Harbor Rd	Remove trees
2022-08	8712 Bayside Rd	after the fact deck
pending	8712 Bayside Rd	Fence
2022-09	4011 Windward Key Ct	Remove dead tree
pending	2932 Heritage Dr	SFD
2022-10	2998 Heritage Dr.	16x32 Deck
pending	3813 15th St.	Deck
		shed & storage unit (code
pending	7839 Deforest Dr.	enforce)
2022-13	3910 27th St.	Revision to existing permit
not approv	8340 Legacy Cir.	6ft fence
2022-14	4020 11th St.	Driveway
2022-16	7464 Cavalcade Dr	Retaining wall
2022-17	7507 B St	Landscaping project
pending	4020 28th St	Shed
pending	7631 C St	Fence
pending	3713 28th St.	Above ground pool
pending	7513 H St.	Deck w/stairs
pending	4026 11th St	24x36 Gravel parking area
pending	2613 Richfield Lane	Deck w/landing & steps



VI. SAVING NATIVE BEE'S:

Thank you to our Green Team for Saving Native Bees with community outreach through Guest Speaker Sam Drodge, Wildlife Scientist.





Public Works Administrator's Report

To: Mayor & Town Council From: James Berry

Subject: Public Works Report Date: March 17, 2022

<u>Water leak</u>- There was a lateral line leak on water feeding the Richfield Station wet well. In this case we had to replace line from the valve to the yard hydrant.

<u>Wet wells-</u> We have pulled both pumps at Fishing Creek due to high run times, I will continue to check run times as we found no problems with either pump.

<u>Water meter/MXU</u>- We are still changing out MXU's as needed. Meters are still on back order. Nothing new to report.

<u>Flushing</u>- Will have started by the time of this meeting. We have also filled Richfield Station tower, flushed, and passed all MDE requirements to bring this tower back online.

<u>Ball fields</u> – I am working with Wayne and Holly so we can start the MDE permit process to install the new storm drain across the ball field. This step will allow better drainage to make improvements to the Tot Lot upgrades and other areas South of the Football field.

<u>Railway Trail</u> – We will pick back up on replacing wooden handrails with composite now that the weather is warming up.

<u>Water Park</u> – Public Works will assist when needed on the air and static test to get the pool and plumbing ready for the season.

<u>Surveys/storm drains</u> – I have met a contractor onsite at the ball field and have priced out several pipe materials and stone to have budget numbers for this first phase of storm drain improvements.

<u>The Heritage</u> – I called a meeting onsite of all partners at this project so everyone involved knows what the Town will expect before signing off on each part.

<u>Emergency calls</u> – We responded to three calls out of seven total calls. One call for a leak that was on the homeowner's side. One for a high wet well at Bay View Hills and one for a fire behind Richfield Station.



To: Mayor & Town Council From: Jon Castro

Subject: Water Reclamation Plant Report Date: March 17, 2022

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 returned to a full work schedule on February 28, 2022.

The annual MDE Effluent Bio-monitoring and Toxic Chemical Testing for the year 2022 was completed on the week of January 24, 2022. The Bio-monitoring Toxicity Testing was completed on Feb. 15, 2022 by Biological Monitoring, Inc. All testing performed for this testing passed. The Toxic Chemical Testing was completed on Feb., 24, 2022 by Maryland Spectral Services. All Analytical Chemistry testing passed.

WRTP Maintenance projects for this month's report consisted of preventive maintenance for the UV banks, plant heaters, bar screens, combination valves, RAS pumps, methanol pumps, PACL pumps, aeration blowers, and upgraded Mission Scada to 4G at the plant.

WRTP staff performed the scheduled service for the blower bearings on the two VFD controlled aeration blowers, quarterly cleaning, and inspection of the four UV Banks, and oil change for air compressors for the Filter compressed air control system.

WRTP Operator Emily Grace's last day here was Feb. 27, 2022. Emily will take on a new job in the same field of Wastewater Treatment. We wish her all the best in her new endeavor.

Fluid Solutions on site for assessment of existing aeration blowers for development of quote for possible replacement of older aeration blower (#3).

Representative from Anne Arundel County DPW on site for mutual site visits between the Chesapeake Beach WRTP and Rosehaven WWPS.

The Shellfish Protection Tank was not utilized during this period.

The WRTP had one alarm call for this month's report. The alarm was for a high level in a Filter due to a control glitch in the filter influent pump flow rate.

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 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	Pri	ority Violation St	atus Assigned To	Violation	Property Typ	e CDBG	Eligibility	Open Date R	ange I	-ollow ι	up Date Ra	ange Close Date R	ange		Initiation Type	
All Clos	ed Al	l All	All	All	All	All		From To		rom	То	From 02/	10/2022 To	03/09/2022		
Report I	Details	.														
Case#	<u>eFM</u> Case#	<u>Status</u>	Violation(s)		<u>Priority</u>	Street Number	Street Direction	<u>Street</u> <u>Name</u>	Street Type	Unit	Zip	<u>APN</u>	Initiation	<u>Open Date</u>	Follow Up Date	<u>Assigned</u> <u>To</u>
CE22- 21		Closed: Voluntary Compliance	Prohibited Pa Closed	arking -	Medium	8405		BAYSIDE	Rd		20732	0503042286	Self- Initiated	03/09/2022	03/09/2022	O'Dell, Connie
CE22- 13		Duplicate Entry	Property Maintenance Minimum Maintenance Requirement Closed Failure to ma building, stru or premises	s - aintain a ucture	Medium	4004		SEA GATE			20732	0503158462	Self- Initiated	03/07/2022	03/07/2022	O'Dell, Connie
CE21- 90		Closed: Court Order Abatement	Property Maintenance Sanitary Maintenance Garbage, Tra Debris - Clos	- ısh &	Medium	3609		12TH	St		20732	0503094952	Complaint	12/28/2021	03/08/2022	O'Dell, Connie
CE21- 88		Closed: Court Order Abatement	Property Maintenance Sanitary Maintenance	_	Medium	3609		12TH	St		20732	0503094952	Complaint	12/13/2021	03/08/2022	O'Dell, Connie

Garbage, Trash & Debris - Closed

Number of Cases: 4



Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range	
All Closed	All		All	All	From To	From To	From 02/10/2022 To 03/09/2022	

CE Totals

	Total	Closed Cases	Open Cases
Totals	4	4	0

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
O'Dell, Connie	4	4	0
Totals	4	4	0

CE Cases by Violation

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

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



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	

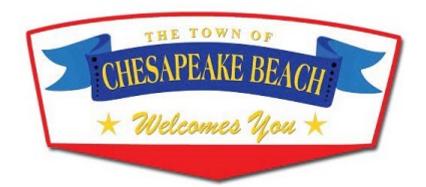
Report Details	ails
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Report	Details	5													
Case#	eFM Case#	<u>Status</u>	Violation(s)	<u>Priority</u>	Street Number	Street Direction	<u>Street</u> <u>Name</u>	Street Type	Unit	Zip	<u>APN</u>	Initiation	<u>Open Date</u>	Follow Up Date	<u>Assigned</u> <u>To</u>
CE22- 20		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4004- 4024		SEA GATE			20732		Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 19		Complaint Filed	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4024		SEA GATE			20732	0503158535	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 18		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4020		SEA GATE			20732	0503158527	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 17		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4016		SEA GATE			20732	0503158519	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 16		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4012		SEA GATE			20732	0503158497	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 15		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4008		SEA GATE			20732	0503158489	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 14		Notice of Violation Given	Failure to maintain a building, structure or premises - Open Property Maintenance - Minimum Maintenance Requirements - Open	Medium	4004		SEA GATE			20732	0503158462	Self- Initiated	03/07/2022	03/18/2022	O'Dell, Connie
CE22- 12		Notice of Violation Given	Sanitary Maintenance - Open	Medium			D	St		20732	0503158306	Self- Initiated	03/02/2022	03/14/2022	O'Dell, Connie
CE22- 11		Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open	Medium	8054		BAYSIDE	Rd		20732	0503085864	Self- Initiated	03/02/2022	03/14/2022	O'Dell, Connie
CE22- 10		Notice of Violation Given	Prohibited Animals - Open	Medium	7669		OLD BAYSIDE	Rd		20732	0503093719	Complaint	02/28/2022	03/11/2022	O'Dell, Connie

, 11:24 AM			(chesapea	ake Beach, MD	Code	e Enforcem	ent Case De	tail Report			
CE22- 9	Notice of Violation Given	Prohibited Animals - Open	Medium	7625	OLD BAYSIDE	Rd	20732	0503094111	Complaint	02/28/2022	03/22/2022	O'Dell, Connie
CE22- 8	Notice of Violation Given	Property Maintenance - Sanitary Maintenance - Rodents - Open	Medium	3609	12TH	St	20732	0503094952	Self- Initiated	02/28/2022	03/10/2022	O'Dell, Connie
CE22- 7	Notice of Violation Given	Sanitary Maintenance - Open Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris - Open	Medium	8132	BAYSIDE	Rd	20732	0503048012	Self- Initiated	02/28/2022	03/11/2022	O'Dell, Connie
CE22- 6	Verbal Warning Given	Prohibited Parking - Open	Medium	7905	DE FOREST	Dr	20732	0503068277	Self- Initiated	02/25/2022	03/11/2022	O'Dell, Connie
CE22- 5	Notice of Violation Given	Zoning Permit Required - Open Zoning Permit Required - Open	Medium	7839	DE FOREST	Dr	20732	0503070603	Self- Initiated	02/18/2022	03/18/2022	O'Dell, Connie
CE22- 4	Notice of Violation Given	Prohibited Parking - Open	Medium	3812	19TH	St	20732	0503065812	Self- Initiated	02/18/2022	03/11/2022	O'Dell, Connie
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	03/18/2022	O'Dell, Connie
CE21- 84	Notice of Violation Given	Zoning Permit Required - Open	Medium	3605	12TH	St	20732	0503094979	Self- Initiated	12/08/2021	03/18/2022	O'Dell, Connie
CE21- 83	Complaint Filed	Zoning Permit Required - Closed Zoning Infraction - Open	Medium	8229	С	St	20732	0503042839	Self- Initiated	12/07/2021	03/18/2022	O'Dell, Connie
CE21- 82	Complaint Filed	Zoning Infraction - Open	Medium	8221	С	St	20732	0503042588	Complaint	12/07/2021	03/18/2022	O'Dell, Connie
CE21- 78	Awaiting Zoning Permit	Zoning Permit Required - Open	Medium	3907	16TH	St	20732	0503049426	Complaint	11/09/2021	03/18/2022	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	03/18/2022	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	03/18/2022	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	С	St	20732	0503070557	Self- Initiated	11/14/2019	03/11/2022	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	Medium	2541	SHADY OAK	Ct	20732	0503174379	Complaint	10/19/2018	03/25/2022	O'Dell, Connie

Property Maintenance - Sanitary Maintenance -Vehicles - Open

Number of Cases: 27



Code Enforcement Summary Report

Report Criteria:

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

CE Totals

	Total	Closed Cases	Open Cases
Totals	27	0	27

CE Cases by Employee

Employee	Total	Closed Cases	Open Cases		
O'Dell, Connie	27	0	27		
Totals	27	0	27		

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
110-15: Steep Slope Construction on or Adjacent to	1	0	1
115-3 Dangerous Buildings - Failure to Comply	0	0	0
200-6 Violations and penalties for Property Maintenance	0	0	0
Constructing an Improvement within Town Rights-of-Way	1	0	1
Failure to maintain a building, structure or premises	7	0	7
Fence Over 42"	0	0	0
Foreclosure	0	0	0
Global Stability Analysis/Storm Drain/Stormwater Mgmt Plan Required	1	1	0
Ingress/Egress obstructed by fire hazardous objects	0	0	0
Inoperable climate control unit	0	0	0
Inoperable Vehicle	0	0	0
Mildew/Mold/Damp Interior Surfaces	0	0	0
Minimum Housing Standards - Broken or Defective Windows and Door Openings	0	0	0
Minimum Housing Standards - Condition of the Premises A (3)	0	0	0
Minimum Housing Standards - Exterior Structure B (1)	0	0	0
Minimum Housing Standards - Exterior Structure B (2)	0	0	0
Minimum Housing Standards - Exterior Structure B (3)	0	0	0

Totals	44	4	40
Zoning Permit Required	9	2	7
Zoning Infraction	2	0	2
Waste/Sewer Back Up	0	0	0
Sign Ordinance	0	0	0
Sewer/Water Manual Violation	0	0	0
Sewer is Backed Up	0	0	0
Sanitary Maintenance	3	0	3
Property Maintenance - Sanitary Maintenance - Vehicles	2	1	1
Property Maintenance - Sanitary Maintenance - Rodents	1	0	1
Property Maintenance - Sanitary Maintenance - Nuisance, Health or Fire Hazard	0	0	0
Property Maintenance - Sanitary Maintenance - Grass	0	0	0
Property Maintenance - Sanitary Maintenance - Garbage, Trash & Debris	4	0	4
Property Maintenance - Minimum Maintenance Requirements (B)	0	0	0
Property Maintenance - Minimum Maintenance Requirements	9	0	9
Prohibited Parking	2	0	2
Prohibited Animals	2	0	2
Pool Fencing - Missing or Non-Compliant	0	0	0
Overflow of ground water, public water or sewer	0	0	0
Operating Restrictions of Recreation Vehicles	0	0	0
Operating an unlicensed recreational vehicle on public highways	0	0	0
Operating a short term rental	0	0	0
Operating a RV on private property	0	0	0
Operating a licensed recreational vehicle on public highways	0	0	0
Minimum Housing Standards - Exterior Structure B (9)	0	0	0
Minimum Housing Standards - Exterior Structure B (5)	0	0	0



Rental Registration Case by Status Report Report Criteria:

Case Open From To Case Close From To

Report Details:

Status	# of cases with this status
Application received	1
Application reviewed - need more info	1
Inspections in progress	12
Waiting on License Fee	38
License Current	215
License Expired	0
Declaration of Ineligibility	0
Closed: Expired - Will not renew	0
Notification Process	33
Closed	37
Re-Inspection	16
Total Cases	353

7 Old Solomons Island Road • Suite 202 • Annapolis, MD 21401

(410) 266-3212 • Fax (410) 266-3502 • www.messickandassociates.com

Town of Chesapeake Beach

Engineer's Report 3-9-22

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 and updated to include right of way areas needed for each property.

Heritage:

Action: Continuing monitoring public infrastructure construction with Jay for acceptability as requested. Final walk through planned to develop punch list of remedial items

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. Starting Tot Lot design as well as storm drain repair/supplemental system design. Ordering geotechnical borings and performing wetland delineation for new outfall.

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. McCrone is proceeding with design. Rough drafts of grating schedule and cover designs shared directly between Jon/Josh at the plant and Mc Crone. 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 & 27th & C Streets. Working with the committee to determine other areas of concern within Town that may need detailed review to schedule those surveys.

4004-4024 Seagate Square

Action: M&A inspected the deck on the rear of these homes on Saturday 3/5/22 to review the failing condition. We documented our observations and recommended the deck be removed and reconstructed in accordance with acceptable practices.



CALVERT COUNTY SHERIFF'S OFFICE TWIN BEACHES PATROL

Date: March 3, 2022

To: Sharon Humm

From: Sergeant Gary Shrawder

Re: Sheriff's Office Report-Chesapeake Beach

In February of 2022, the Sheriff's Office handled 124 calls for service in Chesapeake Beach. This is up from 122 calls in January of 2022.

Call Breakdown for February of 2022:

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

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

Of the 124 calls, we handled:

• Assault

- 1- Delores Ct- intoxicated citizen assaulted another citizen- neither subjects wanted any further police action- they were advised how to obtain peace orders
- Burglary
 - 1- G st- Domestic related- Brother broke into sister's house- Brother arrested
- Fraud
 - 1- Legacy Cir- unknown suspect opened credit card in victim's name
- Theft
 - 1- Cannoncade Ct- theft from UNLOCKED vehicle- under investigation by Beach detective
- Other
 - 1- Bayside Rd/Harbor Rd- Traffic Stop-recovered cocaine and handgun- 1 arrest
 - 2- Rt260/E St- Traffic stop-recovered crack cocaine and hand gun- 1arrested
 - 3- Octagon- harassment- boyfriend harassing girlfriend- 1 arrested
 - 4- Deer Chase La- unwanted guest- homeowner who rents room found needles and paraphernalia- renter came home found in vehicle needles and drug paraphernalia as well as hand gun- 2 arrested

February 202229 Calls for Service Chesapeake Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	29	56	Firearms Complaint	0	0	Relay	1	2
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0
Accident	6	14	Found Property	2	3	Search Warrant	0	0
Alarm	6	9	Fraud	1	1	Sexual Assault	0	0
Alcohol Violation	0	0	Harassment	1	3	Sex Offender Registry	0	0
Animal Complaint	3	3	Illegal Dumping	0	0	Special Assignment	1	2
Assault	1	2	Industrial Accident	0	1	Stalking	0	0
Assist Motorist	3	8	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	1	4	Intoxicated Person	0	0	Summons Service	4	5
Assist Sick/Injured	0	3	Kidnapping/Abduction	0	0	Suspicious Person	7	9
Attempt to Locate	13	19	Loitering	0	0	Suspicious Vehicle	6	12
Burglary	1	1	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	2	2	Loud Party/ Music	0	0	Telephone Misuse	0	0
Check Welfare	2	11	Mental Subject	1	2	Theft	1	1
Conservor of Peace	2	10	Missing Person	0	2	Traffic Complaint	4	8
Destruction of Property	0	2	Neighborhood Dispute	1	1	Traffice Control	0	4
Death Investigation	1	2	Notification	0	0	Traffic Enforcement	2	2
Disorderly	3	7	Parking Complaint	1	1	Trespassing	1	1
Domestic	0	8	Person with Weapon	0	0	Unauthorized Use MV	0	0
Escort	0	1	Police Information	12	16	Unknown Problem	0	1
Eviction	0	0	Protective/Peace Order	4	5	Violation Protective Order	1	1
Fight	0	2	Prowler	0	0	Warrant Service	0	0
						Total Calls	124	247

	Month	Year		Month	Year		Month	Year
DUI Arrest	2	5	CDS Arrest	3	4	Other Arrest	6	9
Civil Marijuana Citations	1	2	Non Fatal Overdose	0	0	Fatal Overdose	0	0
Patrol Checks	420	838	Traffic Stops	85	125	Follow Ups	5	9

**** Notes ****

Deputies assigned to the Twin Beach Patrol handled 128 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.)

February 2022 Calls for Service North Beach

Call Type	Month	Year	Call Type	Month	Year	Call Type	Month	Year
911 Hang Up	5	13	Firearms Complaint	0	0	Relay	0	0
Abandoned Vehicle	0	0	Fireworks Complaint	0	0	Robbery	0	0
Accident	0	2	Found Property	1	1	Search Warrant	0	1
Alarm	4	5	Fraud	1	1	Sexual Assault	0	0
Alcohol Violation	0	0	Harassment	0	0	Sex Offender Registry	0	0
Animal Complaint	2	5	Illegal Dumping	1	1	Special Assignment	0	0
Assault	1	1	Industrial Accident	0	0	Stalking	0	0
Assist Motorist	0	3	Indecent Exposure	0	0	Stolen Vehicle	0	0
Assist Other Dept	1	1	Intoxicated Person	0	0	Summons Service	2	4
Assist Sick/Injured	3	6	Kidnapping/Abduction	0	0	Suspicious Person	0	3
Attempt to Locate	1	3	Loitering	0	0	Suspicious Vehicle	3	4
Burglary	0	0	Lost Property	0	0	Tampering with MV	0	0
CDS Violation	1	2	Loud Party/ Music	0	0	Telephone Misuse	0	0
Check Welfare	3	8	Mental Subject	0	0	Theft	2	4
Conservor of Peace	0	1	Missing Person	0	0	Traffic Complaint	0	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	3	5	Parking Complaint	2	4	Trespassing	0	1
Domestic	1	5	Person with Weapon	1	1	Unauthorized Use MV	0	0
Escort	1	1	Police Information	7	10	Unknown Problem	0	0
Eviction	0	1	Protective/Peace Order	0	1	Violation Protective Order	0	0
Fight	0	0	Prowler	0	0	Warrant Service	1	1
						Total Calls	47	100

	Month	Year		Month	Year		Month	Year
DUI Arrest	0	1	CDS Arrest	1	2	Other Arrest	1	4
Civil Marijuana Citations	1	1	Non Fatal Overdose	0	0	Fatal Overdose	0	0
Patrol Checks	171	332	Traffic Stops	33	52	Follow Ups	6	7

**** Notes ****

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.

<u>Section 2</u>. 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 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 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-Presiden
Valerie L. Beaudin, Councilwoman
L. Charles Fink, Councilman
Margaret P. Hartman, Councilwoman
Gregory J. Morris, Councilman
Keith L. Pardieck, Councilman

	Annual Budget FY 2023		
Income			
Local Sources	4	0.710.010	
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	\$	5,302,548	
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	\$	4,595,934	
Other Income			
100-430130 Unexpended Allocation	\$	250,000	
100-432200 Miscellaneous Grants	\$	335,000	
Total Other Income	\$	585,000	
Total Income	\$	10,483,482	

As Introduced

Exhibit A		
	15,032,733	Introduced
	Annual	Budget FY 2023
Expense		
GENERAL GOVERNMENT		
Salaries, Wages, Payr Txs, Bene	%	21122
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
Total Salaries, Wages, Payr Txs, Bene	\$	886,830
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
Total Contracted Services	\$	544,554
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
100-6000-634101 · Gounen Compensation	\$	18,000
100-6000-634200 · Recreation Reserve Fund	\$	100,000
100-6000-XXXXXXX · 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 · Special Events 100-6000-636201 · Economic Development	\$	44,000
	\$	3,000
100-6000-637010 · Opioid Awareness Committee	\$	7,000
100-6000-637020 · Green Team	\$	25,000
100-6000-637030· Rental Inspection Services		75,000
100-6000-780000 · Insurance	\$ \$	2,970,557
100-6000-XXXXXX ARP Grant	\$ \$	3,000
100-6450-602050 · FICA		
Total Other Charges	\$	3,827,807
Total GENERAL GOVERNMENT	\$	5,259,191

EXHIBIT A		
		Introduced
	Annual	Budget FY 2023
PUBLIC SAFETY	¢.	1,405,539
100-6450-645500 · Police - Deputy in Residence	\$	60,500
100-6450-646000 · Bayfront Park and Town Beautification	\$	16700 20
100-6450-646500 · North Beach VFD Cap Exp	\$	50,000
Total PUBLIC SAFETY	\$	1,516,039
PUBLIC WKS		
Salaries and Benefits		
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
Total Salaries and Benefits	\$	918,000
Supplies (Public Works)		
100-6500-665200 · Gasoline/Tolls	\$	40,000
100-6500-665400 · Equipment Repair & Maint	\$	40,000
100-6500-665600 · Supplies	\$	15,000
Total Supplies (Public Works)	\$	95,000
Contracted Services		
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
Total Contracted Services	\$	692,000
Other Charges (P.W.)		
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
Total Other Charges (P.W.)	\$	520,900
Total PUBLIC WKS	\$	2,225,900
		en constitution de la constituti

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	S			
		FY22		FY23
PERMIT FEES			_	
Rental License Permit Rental Inspection "No Access" Fee	\$	250.00 79.00	\$	250.00 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	<u> - </u>		-	
ZONING APPLICATION FEE A. Administrative Interpertation	\$	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	\$	1,200.00 325.00
G. Minor/ Administrative Revision(s) to Approved Site Plan-Category 1 Site Plans H. Minor/ Administrative Revision(s) to Approved Site Plan-Category 2 Site Plans	\$	300.00 75.00	\$	100.00
I. Use & Occupancy Permit	\$	50.00	\$	50.00
SITE PLAN REVIEW	-		Ė	
CATEGORY 1				
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 New building with a gross floor area of 10,000 square feet to 20,000 square feet	\$	2,400.00 4,800.00	-	4,800.00 5,280.00
New building with a gross floor area of 20,000 square feet to 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
CATEGORY 2				
Base application fee	\$	360.00	\$	400.00
CRITICAL AREA SITE PLAN				
Base application fee	\$	600.00	\$	650.00
New building with a gross floor area under 2300 square feet New building with a gross floor area of 2,300 square feet to 10,000 square feet	\$	1,200.00 2,400.00	\$	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
Public Works Agreements	\$	1,500,00	\$	2,000.00
Public Works Agreement (water/sewer) Public Works Agreement (all other including roads, storm drains etc.)	3	1,500.00 2% construction cost estimate	Э	2% construction cost estimate
APPLICATION OF EXTENSION OF APPROVED SITE PLAN		270 construction cost estimate		270 construction cost estimate
Entering of annual Cotton of Little along		450.00	\$	450.00
Extension of approved Category 1 site plan	\$			100.00
Extension of approved Category 1 site plan Extension of approved Category 2 site plan	\$	100.00	\$	100.00
		100.00		100.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass	\$		\$	
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents	\$	75.00	\$	50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents	\$	75.00 75.00	\$ \$	50.00 50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents	\$	75.00	\$	50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents	\$	75.00 75.00	\$ \$ \$ \$	50.00 50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents	\$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75	\$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents	\$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50	\$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents One way ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee State of MD residents	\$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents In/Out ramp fee Chesapeake Beach municipal residents In/Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee Out of State of MD residents	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents	\$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents In/Out ramp fee Chesapeake Beach municipal residents In/Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee Out of State of MD residents	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00	\$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee out of State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins	S S S S S S S S S S	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee state of MD residents In / Out ramp fee out of State of MD residents One way ramp fee State of MD	S S S S S S S S S S	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE Veterans' memorial brick	S S S S S S S S S S	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recycle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00 - 50.00 - 45.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 - 50.00 - 50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recycle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00 - 50.00 - 45.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 - 50.00 - 50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made by photocopying machine within Town Hall Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies Minimum fee. No charge will be made if the total fee is less than \$1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 10.00 5.00 - - - 50.00 - 45.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 - 50.00 - 50.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/Out ramp fee State of MD residents In / Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recycle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made by photocopying machine within Town Hall Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies Minimum fee. No charge will be made if the total fee is less than \$1 Fees are based upon the persons needed to perform the activities, and the rates for such persons are per hour:	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 7.50 3.75 10.00 5.00 45.00 100.00 0.25 \$1/page	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 50.00 50.00 50.00 51/page
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recyle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made by photocopying machine within Town Hall Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies Minimum fee. No charge will be made if the total fee is less than \$1 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	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 3.75 7.50 3.75 10.00 5.00 45.00 100.00 100.00 45.00 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 5.00 5.00 10.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/Out ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recycle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made by photocopying machine within Town Hall Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies Minimum fee. No charge will be made if the total fee is less than \$1 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 Zoning Administrator	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 7.50 3.75 7.50 3.75 10.00 5.00 50.00 45.00 100.00 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 10.00 5.00 5.00 5.00 5.00 5.00 5.00
Extension of approved Category 2 site plan PUBLIC BOAT RAMP FEES Season Pass Season Pass fee Chesapeake Beach municipal residents Season Pass fee State of MD residents Season Pass fee out of State of MD residents In/Out Ramp Fee In / Out ramp fee Chesapeake Beach municipal residents One way ramp fee Chesapeake Beach municipal residents In/ Out ramp fee State of MD residents In/ Out ramp fee State of MD residents One way ramp fee State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents In / Out ramp fee out of State of MD residents One way ramp fee out of State of MD residents Parking Public parking of boat trailer while launched CODE ENFORCEMENT Administrative fee Town Recycle Bins Recycle bin replacements TRIBUTE Veterans' memorial brick PUBLIC RECORDS Copies Fee for each copy made by photocopying machine within Town Hall Fee for each copy made otherwise shall be based on actual cost of reproduction Certification of copies Minimum fee. No charge will be made if the total fee is less than \$1 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	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	75.00 75.00 100.00 7.50 3.75 3.75 7.50 3.75 10.00 5.00 45.00 100.00 100.00 45.00 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50.00 50.00 100.00 5.00 2.50 5.00 2.50 5.00 5.00 5.0

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 17th 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.

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CHESAPEAKE BEACH, MARYLAND

Patrick J. Mahoney, Mayor	
Lawrence P. Jaworski, Council Vice-P	resident
Valerie L. Beaudin, Councilwoman	
L. Charles Fink, Councilman	
Margaret P. Hartman, Councilwoman	
Gregory J. Morris, Councilman	
Kaith I. Pardiack Councilman	

Exhibit A Fiscal Year 2023

Waste Reclamation Treatment Plant

	As Introduced Annual	
	Bu	udget FY 2023
Income Fixed Income		
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
Total Fixed Income	\$	1,229,976
Variable Income		
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
Total Variable Income	\$	811,000
Capital and Other Fixed Income		
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
Total Capital and Other Fixed Income	\$	675,000
Total Income	_\$	2,715,976

Exhibit A

Fiscal Year 2023

Waste Reclamation Treatment Plant

As Introduced Annual Budget FY 2023

		-3
Expense		
Fixed Costs		
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	\$	000,08
300-697-628500 · TP Office Expenses	\$	30,000
300-6975-780000 · Insurance - Plant	\$	55,000
Total Fixed Costs	\$	1,229,976
Variable Costs		
300-6975-684601 · Chemicals	\$	315,000
300-6975-684701 · Landfill Tipping Fees	\$	246,000
300-6975-687501 · Utilities	\$	250,000
Total Variable Costs	\$	811,000
Other Fixed Costs		
300-6975-801000 · Capital Projects	\$	675,000
Total Other Fixed Costs	\$	675,000
Total Expense	\$	2,715,976
	 -	
Net Income	\$	-

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 17th 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.

CHESA	APEAKE BEACH, MARYLAND
Patrick	J. Mahoney, Mayor
Lawren	nce P. Jaworski, Council Vice-Presiden
Valerie	L. Beaudin, Councilwoman
L. Chai	rles Fink, Councilman
	ret P. Hartman, Councilwoman
Gregor	y J. Morris, Councilman
Keith I	Pardieck Councilman

Exhibit A Fiscal Year 2023 Mitigation Fund

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



OFFICE OF THE PLANNING AND ZONING COMMISSION

To: Mayor and Town Council, Chesapeake Beach, MD

From: Larry Brown Chairman, Planning and Zoning Commission

Date: March 17, 2022

Re: Town Council Report

The Planning Commission meeting on Feb 23, 2022 began work on zoning changes implementing the draft Comprehensive Plan to be forwarded for Town Council consideration. The following change recommendations were approved:

- Deleted the Bonus Density District in its entirety:
 - Repeal Zoning Code Article IV, 290-15
 - Remove all references to Bonus Density in the Zoning Code
- Divided the Residential Village District into two districts and created purpose statements for each.
- Divided the Commercial Zoning District into four districts, Neighborhood Commercial (NC), Town Commercial (TC), Commercial Plaza (CP), Maritime Commercial (MC), and created purpose statements for each.
- Revised the Resource Conservation District purpose statement to include: "to acquire or otherwise prevent from further development, all parcels that were dedicated for open space, forest conservation, stormwater management, and wildlife habitats, as a condition for the development of previously approved Residential Planned Communities or for communities built on lands annexed through the Town's Growth Allocation Floating District."

At the next PC meeting on March 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 meeting will focus specifically on modernizing the list of permitted uses by district including "Conditional" uses.

The Commission will also consider:

- Eliminating from the Maritime Commercial (MC) District a land use called "tourist homes."
- Instituting standards related to open space requirements for new development within the Town.

PC meetings after April 1, 2022, will return to Town Hall, and include "virtual" assess for citizens that would like to view the meeting, but are unable to attend in person.

Chesapeake Beach Oyster Cultivation Society Report March, 2022 Chesapeake Beach Town Council Meeting

Planning continues for CBOCS to participate in the manufacture of reef balls at 7 Northern Calvert County Elementary Schools. Once completed they will be deposited on the Old Rock Reef. Dates start on April 23. There are 2 volunteers signed up but we could use some more. Contact John for details.

A plaque showing the 1941 route 261 bridge over Fishing Creek is completed. This 24 x 18 inch plaque will be mounted at the railing section next to town hall on April 29 in the late afternoon. Please plan to attend this event. It is in combination with a special plaque being dedicated to Nancy Ferule.

Green Team Meeting Minutes

February 24, 2022

Attendees:

Sue Alexander Melanie Crowder Linda Draper Madeleine Blake Suzanne Blake Valerie Beaudin

Joan Martin

Joan Wartin

Amenda Brown

Ken Rasmussen

Meeting came to order at 6:30

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

Upcoming Community Events:

- Bees & Pollinator Gardens March 5
- Green Team Meeting March 24
- Dedication of Town Hall Buffer Garden in honor of Nancy Feuerle April 29
- Spring Clean Up The Town April 30
- Health & Wellness Fair May 14
- Paddle & Pathway Pickup October 1

Bayfront Park

Previous Discussion

- 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 Fastop. 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

Holly Wahl is researching cost of updating 2 signs on the boardwalk that misidentify bird/otter

Pollinator Gardens:

No current discussion

Education and Outreach

- Mike Hunninghake, Program Manager for Sustainable Maryland, will provide introduction for Sam Droege.
- Bee Talk program is 10- noon; volunteers needed to help set up chairs at 8:45. Registration is currently at approx. 35; capacity is 90. Masks are needed for adults/children will be distributed based on current county guidelines. Melanie is manning Master Gardeners Table and raffling off Sam Droege book. Green Committee volunteers will man registration table.
- Health and Wellness Fair. Keith Pardieck is sponsoring Health and Wellness Fair on May 14th from 10-2. Holly trying to locate Green Comm tabletop display. Team will hand out seeds (herbs/lettuces etc.). Kelly is getting a plant to use for raffle; team needs raffle tickets. Tentatively provide Green logo steel water bottles as giveaways sue has a digital print artist trying to recreate the committee logo in digital format for use.
- Ivy Cleanup Door Hangers need to identify point of contact for citizens requesting help; mission will be to educate homeowners how and why to remove ivies from trees; possible have team go out and provide one-off lesson on "how to remove." Sue will continue to work on design of hanger.
 Public Works can place the hangers once properties are identified.

Storm Runoff Mitigation

- No current discussion

Tree City USA

- Budget line item has been submitted for \$24K for Green Committee; \$17K for Tree City use and \$7K for other Green Committee requirements.
- Proclamation is being reviewed/prepared by Town Attorney
- Tree Ordnance needs to be drafted
- Spring Cleanup will be Arbor Day celebration. Suggesting that Garden Club select Nancy Feuerle memorial dedication to occur on actual Arbor Day April 29 as additional Arbor Day celebration.
- Tree City Town Committee recommended that members be comprised of Holly Wahl, Jay Berry, Chris Jakubiak, and two citizens (one being Green Team member)
- Continue to promote Tree City USA certification as part of the execution of the Comprehensive Plan.
- Tree City Requirements: <u>Tree City USA at arborday.org</u>
- Requirements

- Maintaining a tree board / department
- o Community Tree Ordinance
- \$2.00 per capita on urban forestry
- Celebrate Arbor Day

Other Issues

- Purple Martin House needs to be installed on boardwalk in early March by Public Works
- Submit recommendations for possible use of \$2.9M Covid Relief Funds to be granted to the town:
 - Knotweed removal/restoration
 - B St slope restoration/reinforcement
 - o Goats to clear ivies at Bayfront Park
 - Beach replenishment at Bayfront Park
 - Terracing/rebuild of new B St Park
 - Replace town parking lots with pervious materials
 - Purchase lands for future parks.

-

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. Recommend Arbor Day as date for dedication.
- Continue clearing vines on Bayfront Park boardwalk and trail.
- Fall Paddle/Pickup recommended
- Suggestion made to have Liz Orlandi speak to the Comm about options for removal of English Ivy and Barberry invasives.
- Develop Comprehensive Fishing Creek Trail Maintenance Plan to present to town.

_

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



To: The Honorable Mayor and Town Council From: Holly Wahl, Town Administrator

Subject: Eastern Shore Regional GIS Cooperative

Date: March 11, 2022

I. BACKGROUND:

The Town of Chesapeake Beach requires geographic information system (GIS) tools as a resource for completing the Coastal Resiliency Planning that is currently underway through a grant provided by the Maryland Department of Natural Resources Coastal resiliency program. The Town has utilized the Eastern Shore Regional GIS Cooperative in order to generate sea level rise mapping for the Town's comprehensive planning process. Utilizing the Eastern Shore

II. SCOPE OF WORK / PURPOSE:

The Eastern Shore Regional GIS Cooperative (ESRGC) will assist the Town of Chesapeake Beach with the analysis and processing of data to predict sea level rise. The ESRGC will provide expertise in defining the study, analysis of the latest sea level predictions in Maryland and processing LiDAR derivative products to develop forecasted depth grids, and support mapping needs.

III. RECOMMENDATION:

It is recommended that the Town initiate services with **Eastern Shore Regional GIS Cooperative (ESRGC)** in the amount of \$12,624.86 from the FY22 General Fund. These costs will be submitted to the Department of Natural Resources for reimbursement in accordance to the Town's grant agreement.

AGREEMENT TO PROVIDE SERVICES

THIS AGREEMENT effective this **1st** day of **February**, **2022** by and between **Town of Chesapeake Beach** (hereinafter referred to as "Sponsor"), and **Salisbury University: Eastern Shore Regional GIS Cooperative**, an agency of the State of Maryland (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, the services contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the project as described in Appendix A hereof, under the direction of Dr. Michael Scott as Principal Investigator.
- 1.2 "Period of Performance" is **February 1. 2022 through March 25, 2022**.
- 1.3 "Intellectual Property"
 - 1.3.1 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.
 - 1.3.2 "Sponsors' Intellectual Property" shall mean individually and collectively all inventions, improvements, and/or discoveries which are conceived and/or made by one or more employees of Sponsors in performance of Project.
 - 1.3.3 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made jointly by one or more employees of University and by one or more employees of Sponsors in performance of Project.
- "Geospatial Datasets" shall mean any digital data files with a location component, as would be used in a Geographic Information System.

Article 2 - Contracted Work

2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to

the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.

2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project subject to the provisions of Article 6.3.

Article 3 - Reports and Conferences

- 3.1 Written program reports shall be provided by University to Sponsor: NA
- During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings, and Other Support

- 4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsors hereunder shall not exceed the sum of **Twelve Thousand Six Hundred and Twenty-four dollars and Eighty-six cents (\$12,624.86).** Payment shall be made by Sponsor upon receipt and acceptance of an invoice from University.
- 4.2 Sponsors shall loan/donate the following equipment to University under the following conditions: **NA**

University shall retain title to any equipment purchased with funds provided by Sponsors under this Agreement.

Anything herein to the contrary notwithstanding, in the event of early termination of this Agreement by Sponsors pursuant to Article 8 hereof, Sponsors shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or postdoctoral associate appointments called for in Appendix A, incurred prior to the effective date of termination. After termination, any obligation of Sponsors for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination.

Article 5 - Publicity

5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

- 6.1 Sponsors acknowledge that the basic objective of research activities at the University is the generation of new knowledge and its expeditious dissemination. Sponsors shall provide all reasonable cooperation with the University in meeting this objective.
- As a matter of basic academic policy, the University retains the right at its discretion to publish freely any results of the Project. The University agrees to make available to Sponsors a copy of any manuscript at the time it is submitted for publication.
- The University shall give Sponsors the option of receiving an acknowledgment in such publication for its Sponsorship of the Project.

Article 7 - Intellectual Property

- 7.1 All rights and title to Joint Intellectual Property under Project shall belong jointly to University and to Sponsors and shall be subject to the terms and conditions of this Agreement. University and Sponsors agree to file jointly for copyrights, trademark or patent, as set forth in 7.3 below.
- Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project made solely by employees of Sponsors shall belong to Sponsors and if made solely by employees of University shall belong to University. Such inventions, improvements, and/or discoveries shall not be subject to terms and conditions of this Agreement.
- (i) If the invention is the result of a joint discovery between University and Sponsors personnel, University and Sponsors will have the right, subject to subsection (ii) below, to file jointly for copyright(s), trademark(s) or patent(s), with each party paying one-half the costs of obtaining and maintaining such copyright(s), trademark(s) or patent(s). If Sponsors declines to share such costs, and University desires to own the rights to the Invention, Sponsors shall assign all of its rights to University. If University declines to share such costs, and Sponsors desires the rights in and to own the Invention, University shall assign all its rights to Sponsors. In either case, the party which so declines shall have no rights under this Agreement in any patent or license relating to the Invention.
 - (ii) In the event both parties wish to prosecute a patent, University and Sponsors by mutual agreement shall: establish the scope and content of such intellectual property applications to be filed both in the United States and in foreign countries; establish terms and conditions of license agreements; and issue licenses for the copyright, trademark or patent.
- 7.4 If Software is the result of joint authorship between University and Sponsors, all rights to the Software shall be jointly owned by University and Sponsors.
- 7.5 If Geospatial Datasets are the result or a by-product of the Project, all rights to the Geospatial Datasets shall be jointly owned by University and Sponsors.
- 7.6 University and Sponsors will promptly disclose to each other all inventions, improvements, discoveries, software or intellectual property of any form or type (hereinafter referred to as either "inventions" to refer to works of the type generally subject to patent laws, whether

actually patentable or not, or "Software" to refer to work of the type generally subject to copyright laws, whether actually copyrighted or not) which are conceived, participated in, or made during the course of and pursuant to the Project.

Article 8 - Term and Termination

- This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Period of Award unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days written notice to the other.
- In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of receipt of such notice.
- 8.3 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsors' rights and duties under Article 9 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8 and 9.

Article 9 - Independent Contractor

- 9.1 In the performance of all services hereunder:
- 9.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsors;
- 9.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- 9.2 Either the University or Sponsors may hire, retain or otherwise engage any independent thirdparty to perform services relating to or in connection with Project, and will promptly disclose this information to the remaining party to this Agreement.

Article 10 - Insurance

10.1 The University and Sponsors jointly and separately represent that each is subject to the provisions of either the Maryland Tort Claims Act or the Local Government Tort Claims Act and each is covered by insurance.

- (i) It is hereby stipulated and agreed between Sponsors and University that with respect to any claim or action arising out of any services performed under or pursuant to this Agreement, each entity shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements or judgements resulting from the negligence, actions or omissions of its own agents, officers and employees. It is expressly understood however that both the University's liability is limited to the extent of insurance coverage under Title 9 of the State Finance Procurement Article.
 - (ii) In any action or claim arising out of any services performed under or pursuant to this Agreement, the University shall assume the defense of itself, its own officers, agents or employees in accordance with the Maryland Tort Claims Act, Maryland Code Annotated, State Government Article, Section 12-104 et seq. in its own agreements with its own officers, agents or employees.
 - (iii) In any action or claim arising out of any services performed under or pursuant to this Agreement, Sponsors shall assume the defense of itself, its own officers, agents, or employees in its own agreements with its own officers, agents, or employees.

Article 11 - No Warranties

11.1 The University makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered by any licensee or any others resulting from the use of the research or any such invention or product. The provisions of this clause shall survive termination of this Agreement.

Article 12 - Force Majeure

The University shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused or due to circumstances reasonably beyond the University's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.

Article 13 - Non-discrimination

The parties agree that the University shall follow its normal employment policies, which prohibit discrimination against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sexual preference, marital status, ages, sex, or handicap (except where bona fide occupational qualification so requires), with respect to this Agreement; the parties further agree that qualified individuals will not be denied the

opportunity to contribute to the work to be conducted at the University under this Agreement on those bases or on the basis of their citizenship.

Article 14 - Governing Law

14.1 This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

Article 15 - Assignment

15.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

Article 16 - Agreement Modification

16.1 This Agreement and its appendices constitute the entire Agreement. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 17 - Notices

17.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by hand delivery, registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor:

Holly Kamm Wahl
Town of Chesapeake Beach, Town Administrator
P.O. Box 400
Chesapeake Beach, MD 20732
410-257-2230
shumm@chesapeakebeachmd.gov

If to University, Administrative Matter:

Teri Herberger
Director of Sponsored Programs
Salisbury University
1101 Camden Avenue
Salisbury, MD 21801
410-543-6066
tlherberger@salisbury.edu

If to University, Financial Matter:

Teri Herberger

Director of Sponsored Programs
Salisbury University
1101 Camden Avenue
Salisbury, MD 21801
410-543-6066
tlherberger@salisbury.edu

If to University, Technical Matter:

Dr. Michael S. Scott

Eastern Shore Regional GIS Cooperative
Salisbury University
1101 Camden Avenue
Salisbury, MD 21801
410- 543-6456
msscott@salisbury.edu

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

Sponsor: By: Holly Kamm Wahl Date Title: Town Administrator, Town of Chesapeake Beach Witness Sharon Humm Date University: DocuSigned by: Karen Olmstead 3/8/2022 Karen L. Olmstead. Ph. D. By: Date Title: Provost and Senior Vice President of Academic Affairs DocuSigned by: 3/9/2022 Witness Beth Walsh Date



Flood Analysis & Mapping
Town of Chesapeake Beach
Calvert County, Maryland
Advanced Flood Planning Technical Support

Background

The Towns of Chesapeake and North Beach would like to enhance their capacity to understand, plan and implement projects that mitigate current and future flood impacts. The Towns are both susceptible to tidal flooding, shoreline erosion and stormwater flooding. Each Town is creating an action plan that will identify and characterize both tidal and stormwater flooding, assess the vulnerability of specific geographic areas in their community; recommend mitigation and adaptation options tailored to each specific area to address flooding impacts including sea level rise; and prepare implementation strategies.

It is recognized that because of their shared boundary and similar vulnerabilities that it would be to their benefit to work in collaboration to create flood visualizations that show current day risk and how that will change between 2030, 2050, and 2100. The visualizations will serve as a foundational step in the action planning process.

The 2018 Maryland Sea Level Rise Projections and the 2021 Draft Guidance for Using the 2018 SLR projections will be used to determine which SLR projections to utilize. In spring 2021, a Framework was completed which each Town will use as a basis for their action plan. This scope of work will complete the work proposed in Sections 3.B.i; 3.B.iii and 3.C of the Phase I Framework. The data products should be easily accessible and residents/property owners/Town staff/County staff should all be able to use to easily determine where flood impacts may occur in each Town and how that will change overtime under different conditions.

Purpose

The Eastern Shore Regional GIS Cooperative (ESRGC) will assist the Town of Chesapeake Beach, in Calvert County, Maryland, with the analysis and processing of data to predict sea-level rise. The ESRGC will provide expertise in defining the study, analysis of the latest sea-level predictions in Maryland (UMCES, 2018), and processing LiDAR derivative products to develop forecasted depth grids, and support mapping needs.

Details

Task 1: Forecast Depth Grid Development

Develop depth grids representing sea-level rise and periodic flooding with a 1% and 10% annual-chance of occurrence for the 'forecast' 2030 and 2050 scenarios. *If available, addressed building*

footprints and foundation heights will be used to determine classified (minimal, moderate, substantial, and total) structure damage estimates during the periodic flood event(s). Classification of structure damage is based on the percent of total damage to the structure.

Task 2: Forecast Depth Grid Development with Emission Pathways

Develop depth grids representing 2100 sea-level rise with a stabilized and growing emissions pathway with 1% and 10% annual-chance of occurrence. The greenhouse gas emissions scenarios are stabilizing and growing. If available, addressed building footprints and foundation heights will be used to determine classified (minimal, moderate, substantial, and total) structure damage estimates during the periodic flood event(s). Classification of structure damage is based on the percent of total damage to the structure.

Task 3: Mapping Results

The ESRGC will develop maps of the forecasted depth grid results. The maps will show the depth grid results, open water, roads, town boundary, and other data layers identified by the Town of Chesapeake Beach. The maps will identify flood depths of spot elevations, locations provided by the Town of Chesapeake Beach.

Task 4: Documentation

The ESRGC will create a non-technical review document outlining the analysis included in Tasks 1 and 2. The review will include data source information, assumptions made, limitations, and intended use of products.

For the development of the spatial data layers, the following specifications will be adhered to:

- a. A horizontal data scale of 1:1200 will be used.
- b. Vector data will be projected in Maryland State Plane, NAD 1983, meters.
- c. Raster data will be projected in native 2017 Calvert County LiDAR projection.
- d. Raster and vector data layers will include metadata.

Deliverables

The deliverables for this project include the following:

- 1. Representing 2030, three depth grids (as rasters) from Task 1:
 - a. Sea-level rise for 2030
 - b. Sea-level rise for 2030 and 1% annual chance periodic flooding
 - c. Sea-level rise for 2030 and 10% annual chance periodic flooding
- 2. Representing 2050, three depth grids (as rasters) from Task 1:
 - a. Sea-level rise for 2050
 - b. Sea-level rise for 2050 and 1% annual chance periodic flooding
 - c. Sea-level rise for 2050 and 10% annual chance periodic flooding
- 3. Representing 2100, six depth grids (as rasters) from Task 2:
 - a. Sea-level rise for 2100 with a stabilized emissions pathway
 - b. Sea-level rise for 2100 with a stabilized emissions pathway and 1% annual chance periodic flooding
 - c. Sea-level rise for 2100 with a stabilized emissions pathway and 10% annual chance periodic flooding
 - d. Sea-level rise for 2100 with a growing emissions pathway

- e. Sea-level rise for 2100 with a growing emissions pathway and 1% annual chance periodic flooding
- f. Sea-level rise for 2100 with a growing emissions pathway and 10% annual chance periodic flooding
- 4. Maps of depth grids from Task 3 (32 total maps):
 - a. 2030 SLR (11x14)
 - b. 2030 SLR Area A
 - c. 2030 SLR Area B
 - d. 2030 SLR Area C
 - e. 2030 + 1% & 10% (11x14)
 - f. 2030 + 1% & 10% Area A
 - g. 2030 + 1% & 10% Area B
 - h. 2030 + 1% & 10% Area C
 - i. 2050 SLR (11x14)
 - j. 2050 SLR Area A
 - k. 2050 SLR Area B
 - I. 2050 SLR Area C
 - m. 2050 + 1% & 10% (11x14)
 - n. 2050 + 1% & 10% Area A
 - o. 2050 + 1% & 10% Area B
 - p. 2050 + 1% & 10% Area C
 - g. 2100 C02 Stabilized (11x14)
 - r. 2100 C02 Stabilized Area A
 - s. 2100 C02 Stabilized Area B
 - t. 2100 C02 Stabilized Area C
 - u. 2100 C02 Stabilized + 1% & 10% (11x14)
 - v. 2100 C02 Stabilized + 1% & 10% Area A
 - w. 2100 C02 Stabilized + 1% & 10% Area B
 - x. 2100 C02 Stabilized + 1% & 10% Area C
 - y. 2100 C02 Growing (11x14)
 - z. 2100 C02 Growing Area A
 - aa. 2100 CO2 Growing Area B
 - bb. 2100 C02 Growing Area C
 - cc. 2100 C02 Growing + 1% & 10% (11x14)
 - dd. 2100 C02 Growing + 1% & 10% Area A
 - ee. 2100 C02 Growing + 1% & 10% Area B
 - ff. 2100 C02 Growing + 1% & 10% Area C
- 5. Non-technical documentation outlining the analysis included in Tasks 1 and 2.

Tentative Project Schedule*

February 1, 2022 Project begins

March 9, 2022 Draft data and maps delivered for review

March 25, 2022 Project complete, all deliverables received by Town

Cost

The total cost of the project is \$12,624.86 (includes a 15.5% indirect cost recovery fee for Salisbury University).

^{*}Project begin date is dependent on date of Town approval



To: The Honorable Mayor and Town Council From: Holly Wahl, Town Administrator

Subject: Copier Agreements Town Hall & the Chesapeake Beach Water Park

Date: March 17, 2022 correction to Kyocera totals

I. BACKGROUND:

The Town of Chesapeake Beach requires copier services at the Town Hall and Chesapeake Beach Water Park.

II. PROPOSALS:

Lease Comparison (Term Total)	Town Hall		Water Park	
Reliable	\$	31,591.20	\$	11,184.60
Kyocera	\$	10,476.00	\$	6,354.00
DEX Imaging	\$	17,925.00	\$	11,263.20

See Exhibit "A" for further details

III. RECOMMENDATION:

It is recommended that the Town initiate copier equipment and maintenance services with Kyocera at Town Hall and the Chesapeake Beach Water Park in the amount of \$10,476.00 for a 60-month lease at Town Hall and \$6,354.00 for a 60-month lease at the Chesapeake Beach Water Park.



Exhibit "A"

Current Estimated Service Costs	Town	Hall	Water Park	
B/W Volume (month)		1,470		1,161
Color Volume (month)		3,661		927
B/W expressions	\$	0.01600	\$	0.01770
Color expressions	\$	0.11260	\$	0.12410
Current Costs (month)	\$	727.22	\$	161.07
			\$	888.29

DEX Imaging	Town Hall	Water Park	Total
Lease Amount	\$ 134.00	\$ 134.00	\$ 268.00
B/W Copy 0.006	\$ 164.75	\$ 53.72	\$ 218.47
Color Copy 0.045			
One time fees			\$ 75.00
Term (months)	60	60	\$ 29,188.20

Kyocera			
Lease Amount	\$ 174.60	\$ 105.90	\$ 280.50
B/W Copy 0.00490	\$ 0.00490	\$ 0.00490	\$ 7.20
Color Copy 0.03870	\$ 0.03870	\$ 0.03870	\$ 141.68
Other Fees			
Term (months)	60	60	\$ 16,830.00

Reliable			
Lease Amount	\$ 526.52	\$ 186.41	\$ 712.93
B/W Copy 0.00790	\$ 0.00790	\$ 0.01770	
Color Copy 0.07990	\$ 65.40	\$ 0.12410	
Other Fees, expected overage			
Term (months)	60	60	\$ 42,775.80

Lease Comparison (Term Total)	Town Hall	Water Park
Reliable	\$ 31,591.20	\$ 11,184.60
Kyocera	\$ 10,476.00	\$ 6,354.00
DEX Imaging	\$ 17,925.00	\$ 11,263.20





March 10, 2022



Town of Chesapeake Beach 8200 Bayside Road P.O. Box 400 Chesapeake Beach, MD 20732 Attn: Holly Kamm Wahl, MBA Town Administrator

RE: Office Technology Acquisition



ValuePoint...

Hello, Holly -

Thank you for meeting with me for the walkthrough. This proposal replaces the one submitted on 03/02. You may discard previous version(s). Changes include;

- · Configuration changes to both devices
- · Corresponding price adjustments

As an incorporated town in Maryland, you qualify for the state contract price platform and effectively leverage the buying power of all State agencies. Our goal is to implement a technology refresh, that allows for continuation of your service levels, as seamlessly and effortlessly as possible. The entire Kyocera Mid-Atlantic team looks forward to serving this need for your organization.

Cordially,

Tom Dean

Senior Document Imaging Analyst **KYOCERA Document Solutions Mid-Atlantic, Inc.**

tdean@osisinc.com Phone: 301.648.9505 www.kyoceraintelligence.com









TASKalfa 5054ci

Minimize downtime and optimize workflows with this speedy color MFP. Enjoy unbeatable reliability, flexibility, and consistency at 50 pages per minute.

- •High speeds up to 50 ppm b&w & 50 ppm color
- •New User Interface that's simple, intuitive and efficient
- •High quality output at 1200 x 1200 dpi
- •Enhanced security including S/MIME encryption, SCEP auto update certification, SIEM event monitoring, TLSv3
- •HyPAS-enabled, and KNM, MyQ, and KFS ready

ALSO AVAILABLE IN 40 PPM VERSION

TASKalfa 5054ci	50/50 PPM A3 Color MFP
PF-7150	Dual 1,500 Sheet Paper Trays - Letter
DP-7150	140 Sheet RADP
DF-7120	1,000 Sheet Finisher <1>
PH-7A	Punch Unit for DF-7120 / DF-7140 / DF-7150
AK-7110	Attachment Kit for DF-7120 / DF-7140 / DF-7150
ESP Surge	20 Amp Surge Protector (Connected)
Fax System 12	Fax Board



Kyocera Model	60 N	Nonth Lease*	Purchase*
TA5054ci	\$	161.82	\$ 7,629.89





NASPO Master Agreement #140599 State of Maryland #ICPA#NP-18-001 Maryland BPO-001B0600211

Service and supplies are billed as follows; .0049 per page B/W and .0387 per page COLOR. Delivery, installation and training are included. Paper and Staples are excluded. If you have even the slightest question, please contact:







TASKalfa 3554ci

Minimize downtime and optimize workflows with this speedy color MFP. Enjoy unbeatable reliability, flexibility, and consistency at 35 pages per minute.

- •High speeds up to 35 ppm b&w & 35 ppm color
- •New User Interface that's simple, intuitive and efficient
- •High quality output at 1200 x 1200 dpi
- •Enhanced security including S/MIME encryption, SCEP auto update certification, SIEM event monitoring, TLSv3
- •Fast scanning up to 200 ipm with the new and productive scanning options
- •HyPAS-enabled, and KNM, MyQ, and KFS ready

•ALSO AVAILABLE IN 25 PPM VERSION

TASKalfa 3554ci	35/35 PPM A3 Color MFP
PF-7150	Dual 1,500 Sheet Paper Trays - Letter
DP-7150	140 Sheet RADP
ESP Surge	15 Amp Surge Protector (Connected)
Fax System 12	Fax Board



Kyocera Model	60 N	Ionth Lease*	Purchase*
TA3554ci	\$	107.57	\$ 5,071.87





NASPO Master Agreement #140599 State of Maryland #ICPA#NP-18-001 Maryland BPO-001B0600211

Service and supplies are billed as follows; .0058 per page B/W and .0470 per page COLOR. Delivery, installation and training are included. Paper and Staples are excluded.





About Kyocera Document Solutions Total Document Solutions That Brings New Value to Business. Every client's document management environment is unique and possesses its own challenges that need to be resolved. KYOCERA Document Solutions strives to provide every customer with the hardware, software and services to meet the demands of today's business climate.

KYOCERA Document Solutions America is improving the document management processes of customers and making people's jobs easier through a high-performance, end to end digital imaging product line that delivers one of the industry's lowest total costs of ownership (TCO).

The company manufactures and markets network-ready digital copiers/printers, laser printers, color copiers/printers, digital laser facsimiles, multifunctional, wide format imaging products and a portfolio of Kyocera-developed and third-party applications and network solutions.

Kyocera has pioneered the development of business applications that set the standard in document workflow customization. The types of workflows that impact a business' efficiency, security, and bottom-line profitability are divided into six different Kyocera-designated categories: Document Management, Network & Device Management, Cloud and Mobile Technologies, Workflow Management, Output Management and Cost Control & Security. Kyocera's Award winning and ultra-reliable Printers and MFPs, combined with our HyPAS business applications and third party software integration capability, harness the power of Kyocera device technology to build customizable solutions that turn otherwise complex document workflows into simple processes.

KYOCERA Document Solutions-Mid Atlantic operations is headquartered in Baltimore, MD.





Service, Maintenance & Support Details

■ *Payment does not incl	ude maintenance (which cover	s on-site, break/fix, service and
supplies).		

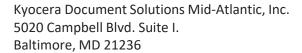
☐ Zero Risk; this is <u>brand new inventory</u> and deeply discounted (based on the MD State NASPO pricing). If, by slim chance, there are issues that result in unfixable failure, we will replace it with "like" equipment—per the State contract.



Transition/Implementation Considerations

□ NOTE: THE STATE CONTRACT PURCHASING PROCESS DIFFERS FROM STANDARD PRACTICE; NO DOCUMENTS ARE SIGNED BY YOU, BUT A VERY DETAILED PURCHASE ORDER IS REQUIRED. WE WILL ASSIT YOU, SHOULD YOU CHOOSE THIS METHOD OF ACQUISITION. TERMS AND CONDITIONS ARE BASED ON THE NASPO MARYLAND STATE CONTRACT AND SUPERCEDE ALL OTHERS, RELATIVE TO THIS PURCHASE.
Our Distribution Team Drivers will deliver your devices
☐ Our Technical Team will connect and install the devices
☐ KDS will pick up and remove your present machine, if applicable **.
\square *This proposal is for models listed as configured (with the accessories). Any changes to configuration will alter this pricing (before applicable taxes). Other terms are available.
☐Pricing good through 12/31/22.

**KDS can pick up your present systems, if you are replacing a device that you own. This may require return authorization from your present lessor and/or current vendor, if you don't own the device. Additional charges will apply for any negative equity, where applicable. No provision has been made for satisfy existing lease and/or maintenance payments. Sorry, no trade-ins.





Engineering
Your
Business
Solution

KYOCERA Document Solutions is dedicated to helping businesses throughout the area transition to a more efficient, all digital work environment by providing the hardware, business applications and services that can help your organization improve efficiencies, contain costs and realize your business goals and objectives.

Our customers range from small businesses to large corporations throughout the area. Each has a different need. So, we tailor our solutions to best solve your unique business challenge. We've been doing just that for years. When you do business with Kyocera Document Solutions you're dealing directly with an \$15.4 Billion company with all of the resources of a global leader available to support your business and respond to your needs. Consider the following:



Expert advice from our professional sales team.



Device management for the right hardware.



Document Management for a seamless workflow.



Managed
Document
Services to
control costs.

We know you have many choices when it comes to selecting a technology provider. That's why we are focused on providing the most comprehensive customer care program available. All to ensure that you remain a satisfied Kyocera customer today and tomorrow.

- Once installed, our support staff will help you manage your Kyocera devices on an ongoing basis.
- Since we manufacture the product, parts and supplies are in stock for immediate delivery.
- A prompt four (4) hour service response time is a guarantee.
- Our Sales Representatives sell only Kyocera products and are skilled in matching your requirements with the products they sell.
- Our factory certified Technical Representatives are thoroughly trained on maintaining only one brand: Kyocera.
- We'll objectively assess your needs and help you determine the best solutions for your company.

Email - to - Print

- Complimentary remote printing function of all MFPs and Printers
- Ideally Suited for remote workers and field-based employees
- Easy to implement and deploy; simply compose an email, attach your PDF, TIFF or JPEG and send
- Body of email can print as cover page

KX Driver

- Single, unified print driver for all Kyocera devices
- Graphical user Interface provides simple job configuration
- Job profiles allow common jobs to reproduced rapidly, without complex configuration on each run
- Includes PostScript Emulation and PDF creation features at no addition expense

Color Optimizer

- Complimentary plug-in for KX Driver
- Simple color matching tool for creating optimal output
- Reduces the dependency on expensive third-party solutions for basic color adjustments
- User may define up to thirty color alterations within the plug-in

Kyocera Fleet Services

- Extension of service department for real-time device diagnostics and alerts, reducing on-site service visits
- No middleware (i.e., agents) to be installed. Devices report directly to KFS Server over secure, encrypted channel
- Ability to perform scheduled firmware updates, remotely
- Collects all meter and toner data and automatically report data back to our service department

Eco footPRINT Toner Recycling Program

- Boxes are provided at no cost and come pre-labeled with a return shipping label
- Customer fills box with empty & waste toner containers (until full). Then, simply seal and ship
- 100% of contents are recycled—no contents go to landfill

Kyocera Mobile Print

- Complimentary iOS or Android App (with NFC support) allowing wireless connectivity to devices on the LAN
- Allows printing of documents and photos stored on your device.
- Scan and save documents to your device, Dropbox, Evernote and OneDrive
- Support full functionality of the MFP, including; staple, hole punch, booklet, job accounting, user login, private print and more.
- More info https://www.kyoceradocumentsolutions.com/support/mobileprint/index_en.html

Kyocera MyPanel

- iOS and Android (includes NFC support) allowing wireless connectivity to devices on the LAN
- Users can operate MFP without touching the operation panel
- Configure copy, Send and Fax functions utilizing both MFP and mobile device address books
- Store, send and print utilizing Custom Boxes
- Common jobs & settings may be stored as workflows for simple execution in the future
- More info https://www.kyoceradocumentsolutions.com/support/mypanel/index en.html





Prepared for: Town of Chesapeake Beach / Chesapeake Beach Water Park

Prepared by: Henry Rihn

Virtual Solutions Consultant

Reliable Office Technologies Corp

PH: 301-695-0464 x33

hrihn@rotcsolutions.com

Wednesday, January 26, 2022

Combined Proposal

Valued Client,

Thank you for the opportunity to re-earn your business. Attached please find:

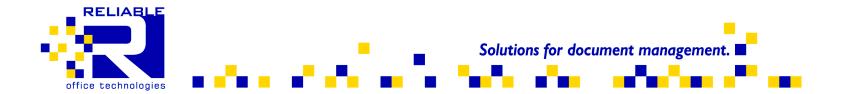
**Proposed Solution that will meet and exceed your requirements

**Detailed Solution Specs

**Pricing for Proposed Solutions

Thank you for your consideration,

Henry & David



Present Situation:	Town of Ches	seapeake	SHARP	
CURRENT	Machine #1			
Machine	Sharp MX-4050N			
Serial #	65093379			
Functions	Copy, Print, Scan, Fax, 4-Trays, Inner. Fin.			
Output	Color			
Location	Office			
Price Plan:	Lease w/ USB; Srv. w/ ROTC			
Monthly Lease payment	\$630.27			\$630.27
Monthly Service payment	Incl. in Lease			Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,470			1,470
# of Mo Copies included (B&W)	5,000			5,000
Estimated Avg. Color Monthly Volume	3,661			3,661
# of Mo Copies included (Color)	2,800			2,800
Excess B&W Impression Charge	\$0.0160			\$0.0160
Excess Color Impression Charge	\$0.1126			\$0.1126
Average Monthly Excess B&W Impression Charges	\$0.00			\$0.00
Average Monthly Excess Color Impression Charges	\$96.95			\$96.95
TOTAL MONTHLY COST PER MACHINE:	\$727.22			

^{*}Est. Usage based on semi-annual (6-mo.) avg. monthly-volumes.





Recommended Solutions: Sharp MX-4071--or-- MX-5071 Advanced-Series Color MFPs

Town of Chesapeake *Advanced-Series* Color MFPs

	Description		60-Month FMV BO Lease Pricing
Option 1 Sharp MX-4071 Advanced-Series (Color Console MFP)	40 PPM B&W / 40 PPM Full-Color Workgroup Document System Base models include walk-up motion sensor, wireless connectivity, quad-core multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 500 GB hard disk drive with document filing system, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning, 150-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. Black and color developer is preinstalled in the machine.	Comes with <u>FREE</u> Xerox C400DN Color Laser Printer!	\$519 / Month
Option 2 Sharp MX-5071 Advanced-Series (Color Console MFP)	50 PPM B&W / 50 PPM Full-Color Workgroup Document System Base models include walk-up motion sensor, wireless connectivity, quad-core multitasking controller, retractable keyboard, Sharp OSA® technology (Cloud Ready) - Application Communication and External Accounting modules, 500 GB hard disk drive with document filing system, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning, 150-sheet duplexing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. Black and color developer is preinstalled in the machine.	Comes with <u>FREE</u> Xerox C400DN Color Laser Printer!	\$527 / Month *20 amp wiring required
Comprehensive Service & Supply Plan:	Comprehensive Monthly Service / Supply Agreement includes all Parts, Labor, On-Site Visits, Virtual IT Support & Consumable Supplies! Includes 700 B&W Impressions. All B&W impressions over 700 are billed at \$0.0079 each. Includes 2,000 Color Impressions. All Color impression over 2.0K are billed at \$0.0799 each.	Pricing determined via Sourcewell© Contract ID #083116-SEC	Included in Lease!
Options/Accessories an	d Services INCLUDED with Proposed SHARP Solutions:		
C400DN	FREE Xerox C400DN Color Laser Printer		Included
MX-DE28N	Stand w/ 1x 550-Sheet + 2,100-Sheet Split-Tandem Additional Paper Drawers		Included
MX-FX15	1-Line Fax Expansion Kit		Included
MX-TR19N	Right Exit Tray (Recommended w/ MX-FX15)		Included
MX-FN27N	50-Sheet Staple Inner Finisher		Included
MX-PK13L	PostScript Expansion Kit (Required for Printing from Macs)		Included
MAXTEL	Surge-Protector		Included
INTSUPP	Initial Supplies		Included
ITINSTALL	Professional On-Site Network Implementation		Included
Other Additional Option	s for Proposed SHARP Solutions:		Added Mo. Pymt.
MX-UT10	Utility Table (Pictured Below)		\$2
MX-FR62U	Data Security Kit (Common-Criteria Certified)		\$7
MX-TR20	Job Separator		\$1

Benefits of Choosing Reliable Office Technologies

- Reliable has built it's name by offering clients' a long-term, business-partnership built on trust and meant to maximize savings & productivity.
- Reliable's Comprehensive Service Agreement includes ALL repair, labor and supply costs so no unanticipated T&M costs.
- Our Service Team's 50+ years combined technical experience
- •Our Service Team's *less than 4-hour avg. response-times* for service calls!
- Family-owned & operated small business with over 28-years in local community.





NOTES:

**Pricing Includes ALL Delivery, Installation, and Training

**Service / Supply Agreement includes all parts, labor & supplies (except paper & staples)

**Prices valid through 2/28/22

Reliable will pay-off current device's lease obligation <u>and</u> return/shipping costs with new agreement by 2/28/22!

Comes with FREE Xerox C400DN Color Laser Printer w/ Trade-In of Current Device by 2/28/22!





Pricing determined via *Sourcewell* ©, an authorized government agency with over 50,000 members. Ensuring the lowest possible pricing with no bid process!







Recommended Solution 1: Sharp MX-4071 Advanced-Series Color MFP + C400DN Xerox Color Printer

CURRENT	Machine #1		
Machine	Sharp MX-4050N		
Serial #	65093379		
Functions	Copy, Print, Scan, Fax, 4- Trays, Inner. Fin.		
Output	Color		
Location	Office		
	Lease w/ USB; Srv. w/		
Price Plan:	ROTC		
Monthly Lease payment	\$630.27		\$630.27
Monthly Service payment	Incl. in Lease		Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,470		1,470
# of Mo Copies included (B&W)	5,000		5,000
Estimated Avg. Color Monthly Volume	3,661		3,661
# of Mo Copies included (Color)	2,800		2,800
Excess B&W Impression Charge	\$0.0160		\$0.0160
Excess Color Impression Charge	\$0.1126		\$0.1126
Average Monthly Excess B&W Impression Charges	\$0.00		\$0.00
Average Monthly Excess Color Impression Charges	\$96.95		\$96.95
TOTAL MONTHLY COST PER MACHINE:	\$727.22		

^{*}Est. Usage based on semi-annual (6-mo.) avg. monthly-volumes.

TOTAL MONTHLY EXPENSES:

\$727.22

		Free Device!	
PROPOSED: Option 1 (MX-4071s + C400DN)	Machine #1	Machine #2	
Machine	Sharp MX-4071	Xerox C400DN	1
Serial #	TBD	TBD	
Functions	Copy, Print, Scan, Fax, Tandem Trays, Inner Fin.	Print Only	
Output	Color	Color	1
Location	Office	Office	1
	Lease w/ USB; Srv. w/		1
Price Plan:	ROTC	Owned; Srv. w/ ROTC	
Monthly Lease payment	\$518.80	Shared	\$518.80
Monthly Service payment	Incl. in Lease	Shared	Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,470	TBD	1,470
# of Mo Copies included (B&W)	1,500	Shared	1,500
Estimated Avg. Color Monthly Volume	3,661	TBD	3,661
# of Mo Copies included (Color)	3,700	Shared	3,700
Excess B&W Impression Charge	\$0.0079	Shared	\$0.0079
Excess Color Impression Charge	\$0.0799	Shared	\$0.0799
Average Monthly Excess B&W Impression Charges	\$0.00	Shared	\$0.00
Average Monthly Excess Color Impression Charges	\$0.00	Shared	\$0.00
TOTAL MONTHLY COST PER MACHINE:	\$518.80	Shared	

^{**}Pricing reflects 60 month FMV lease

TOTAL MONTHLY EXPENSES:

TOTAL MO. SAVINGS W/ PROPOSED SOLUTION: TOTAL ANNUAL SAVINGS W/ PROPOSED SOLUTION:

\$518.80

\$208.42 \$2,501.02

^{**}Trade-In of MX-4050N assumed.





Recommended Solution 2: Sharp MX-5071 Advanced-Series Color MFP + C400DN Xerox Color Printer

CURRENT	Machine #1		
Machine	Sharp MX-4050N		
Serial #	65093379		
Functions	Copy, Print, Scan, Fax, 4- Trays, Inner. Fin.		
Output	Color		
Location	Office		
	Lease w/ USB; Srv. w/		
Price Plan:	ROTC		
Monthly Lease payment	\$630.27		\$630.27
Monthly Service payment	Incl. in Lease		Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,470		1,470
# of Mo Copies included (B&W)	5,000		5,000
Estimated Avg. Color Monthly Volume	3,661		3,661
# of Mo Copies included (Color)	2,800		2,800
Excess B&W Impression Charge	\$0.0160		\$0.0160
Excess Color Impression Charge	\$0.1126		\$0.1126
Average Monthly Excess B&W Impression Charges	\$0.00		\$0.00
Average Monthly Excess Color Impression Charges	\$96.95		\$96.95
TOTAL MONTHLY COST PER MACHINE:	\$727.22		

^{*}Est. Usage based on semi-annual (6-mo.) avg. monthly-volumes.

TOTAL MONTHLY EXPENSES:

\$727.22

SHARP.

		Free Device!	
PROPOSED: Option 2 (MX-5071s + C400DN)	Machine #1	Machine #2	
Machine	Sharp MX-5071	Xerox C400DN	
Serial #	TBD	TBD	
Functions	Copy, Print, Scan, Fax, Tandem Trays, Inner Fin.	Print Only	
Output	Color	Color	
Location	Office	Office	7
	Lease w/ USB; Srv. w/		
Price Plan:	ROTC	Owned; Srv. w/ ROTC	
Monthly Lease payment	\$526.52	Shared	\$526.52
Monthly Service payment	Incl. in Lease	Shared	Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,470	TBD	1,470
# of Mo Copies included (B&W)	1,500	Shared	1,500
Estimated Avg. Color Monthly Volume	3,661	TBD	3,661
# of Mo Copies included (Color)	3,700	Shared	3,700
Excess B&W Impression Charge	\$0.0079	Shared	\$0.0079
Excess Color Impression Charge	\$0.0799	Shared	\$0.0799
Average Monthly Excess B&W Impression Charges	\$0.00	Shared	\$0.00
Average Monthly Excess Color Impression Charges	\$0.00	Shared	\$0.00
TOTAL MONTHLY COST PER MACHINE:	\$526.52	Shared	

^{**}Pricing reflects 60 month FMV lease

TOTAL MONTHLY EXPENSES:
TOTAL MO. SAVINGS W/ PROPOSED SOLUTION:
TOTAL ANNUAL SAVINGS W/ PROPOSED SOLUTION:

\$526.52 \$200.70

\$2,408.38

^{**}Trade-In of MX-4050N assumed.





Detailed MFP Feature Comparison:

	Current Device	Option 1	Option 2	FREE Device!	
<u>Feature</u>	Sharp MX-4050N	Sharp MX-4071	Sharp MX-5071	Xerox C400DN	<u>Advantage</u>
Color	Color	Color	Color	Color	
B&W Speed	40 ppm	40 ppm	50 ppm	36 ppm	Fast output
Color Speed	40 ppm	40 ppm	50 ppm	36 ppm	PPM = Pages per. Min.
1st Copy	4.7 Seconds	4.7 Seconds	3.7 Seconds	8.0 Seconds	Output Speed
Memory	5 GB	5 GB	5 GB	2 GB	Quicker response & output
HD Size	250 GB	500 GB	500 GB	Optional	Quicker response & output
Processor	1.75 GHz	1.40 GHz	1.40 GHz	1.05 GHz	Quicker response & output
Feeder Capacity	100-Sheet RSPF	150-Sheet DSPF	150-Sheet DSPF	50-Sheet DADF	Process a large # of originals
Scanner Type	Recirculating	Duplexing	Duplexing	Duplexing	Less jamming, faster scans
Scan Speed	80 IPM	220 IPM	220 IPM	47 IPM	IPM = Images per. Min.
Fax-Kit	Yes	Yes	Yes	Yes	
Std. Paper Tray Capacity	500-Sheets	550-Sheets	550-Sheets	550-Sheets	Can load a whole ream
Bypass Tray Capacity	100-Sheets	100-Sheets	100-Sheets	150-Sheets	
Tandem Tray Config.	No	Yes	Yes	No	+2,100-Sheet Capacity!
Total Paper Capacity	2,100-Sheets	2,800-Sheets	2,800-Sheets	700-Sheets	Print covers
110 LB. Cover Thru	Yes	Yes	Yes	No	Print covers
12" X 18" (A3) Capable	Yes	Yes	Yes	No	Half size plans
Print Resolution	600 x 600 DPI	1200 x 1200 DPI	1200 x 1200 DPI	600 x 600 DPI	DPI = Dots per. Inch.
Copy Resolution	600 x 600 DPI	600 x 600 DPI	600 x 600 DPI	Print-Only	Output quality
Utility Table Included	No	Yes	Yes	No	Simple or complicated
Retractible Keyboard	No	Yes	Yes	No	Quickly enter receipt addresses!
PostScript-Enabled	No	Yes	Yes	Yes	Print from Macs!
Motion-Sensor Warm-Up	No	Yes	Yes	Yes	Device warms up when you approach!
Customizable Screen	Yes	Yes	Yes	Yes	Simple or complicated
Flick, Tap, Slide	Yes	Yes	Yes	Yes	Works like a cell phone
Image Preview/Editing	Yes	Yes	Yes	Yes	Additional edit options
Scan-to-USB Drive	Yes	Yes	Yes	Print-Only	Mobility
Print-from-USB Drive	Yes	Yes	Yes	Yes	Mobility
Large Touch Display	Yes 10.1"	Yes 10.1"	Yes 10.1"	Yes 5"	See more of the screen
Acct./Access Controls	Yes	Yes	Yes	Yes	Restrict, track, bill back
Standard Adv Security	Yes	Yes	Yes	Yes	Reduce chance of theft



Solutions for document management.

Proposed Arrangement and Benefits

- ◆ Install a new state-of-the-art Advanced-Series Sharp MFP and replace current models.
- ◆ Save over \$2,400/Year with Option 1, upgrade productivity with Option 2 and still save over \$2,300+/year!
- ♦ Sharp's *Advanced-Series* MFPs more than double your current scan speeds!
- ◆ Sourcewell pricing offered is a nationally, competitively, bid contract offered to Gov't, religious, and non-profit organizations.
- ◆ Sourcewell is an Authorized Government Agency, guaranteeing quality and service!
- ◆ Nationaly leveraged volume pricing via **Sourcewell** © gives you lowest possible costs!
- ◆ Get brand-new, award-winning devices and save over current costs!
- ♦ Sharp's *Advanced-Series* MFPs give you superior quality (1200 x 1200 DPI) prints over current device!
- ◆ Color print-allowances right-sized to better reflect increased color usage!
- ◆ Increased interconnectivity between offices/properties with new desktop devices!
- **♦** ALL devices (Sharp & Xerox) will share same service plan and cost-per-copy economics!
- ◆ Sharp's *Advanced-Series* MFPs winnners of Buyers Lab's_□ <u>2019 Copier Line of the Year</u> Award!
- ◆ *Inexpensive* cost-per-copy (CPC) over current costs with either option!
- ◆ Sharp Utility-Table Option: perfect for organizing multiple jobs at your MFP or holding originals while you make copies!
- ◆ Leasing offers significant cash flow advantages!
- ◆ Working solely with one dealer simplifies business. Call one number and vendor for sales, service and supplies!
- ◆ Leading edge scanning technology offers savings over fax and ability to scan almost any destination!
- ◆ Continue to use similar drivers and scan utility with Sharp option
- ◆ Professional network installation and customization included!
- ◆ On-going complementary "virtual" network support included!
- Maintain and stick with a business relationship that is working!
- ◆ Nourish small business and the local economy!
- ◆ FREE Supply Shipping on all equipment!
- ◆ C400DN Color Printer awarded Buyers Labs' 2019 "Best-in-Class Color Printer for Mid-Sized Groups" Award!!
- ◆ FREE Xerox C400DN Color Laser Printer with new agreement by 6/30/21 with either option! A perfect WFH-office device!





Present Situation:	Cheseapeake	Beach Water Park	SHARP	
CURRENT	Machine #1			
Machine	Sharp MX-3610N			
Serial #	1504636Y			
Functions	Copy, Print, Scan, Fax, 3-Trays			
Functions Output	Color			
Location	Office			
Price Plan:	Owned; Srv. w/ ROTC			
Monthly Lease payment	N/A			\$0.0
Monthly Service payment	\$95.67			Incl. in L
Estimated Avg. B&W Monthly Volume	1,161			1,16
# of Mo Copies included (B&W)	2,000			2,00
Estimated Avg. Color Monthly Volume	927			927
# of Mo Copies included (Color)	400			400
Excess B&W Impression Charge	\$0.0177			\$0.01
Excess Color Impression Charge	\$0.1241			\$0.12
Average Monthly Excess B&W Impression Charges	\$0.00			\$0.0
Average Monthly Excess Color Impression Charges	\$65.40			\$65.4
TOTAL MONTHLY COST PER MACHINE:	\$161.07			· · · · · · · · · · · · · · · · · · ·

^{**}Meters based-of 12-mo. (annual) avg. Monthly Usage.





Recommended Solution 1: Sharp MX-2651 or MX-3051 Essentials-Series Color MFP

Proposed Solutions

Essentials-Series Color MFP

	Description		60-Month FMV BO Lease Pricing
Sharp MX-2651	26 PPM B&W / 26 PPM Full-Color Workgroup Document System Base models include quad-core multitasking controller, 500 GB hard disk drive with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. Black and color developer is preinstalled in the machine.	Pricing offered per Sourcewell© Contract ID #083116-SEC	\$186 / Month
Sharp MX-3051	30 PPM B&W / 30 PPM Full-Color Workgroup Document System Base models include quad-core multitasking controller, 500 GB hard disk drive with document filing system, PCL®6 printing system, network printing, network scanning, 100-sheet reversing single-pass feeder, auto duplexing, 550-sheet paper drawer and 100-sheet bypass tray. Standard Security with End-of-Lease feature. Black and color developer is preinstalled in the machine.	Pricing offered per Sourcewell© Contract ID #083116-SEC	\$199 / Month
	Comprehensive Monthly Service / Supply Agreement includes all Parts, Labor, On-Site Visits, Virtual IT Support &		
Comprehensive Service & Supply Plan:	Consumable Supplies! Includes 1,200 B&W impressions; All B&W impressions over 1.2K are billed at \$0.0079 each. Includes 1,000 Color impressions; All Color impressions over 1.0K are billed at \$0.0799 each.	Comes with <u>FREE</u> Xerox C400DN Color Laser Printer!	Included in Lease!
Options & Accessories	INCLUDED with Proposed Sharp MX Solutions:		
R-D5133NT	Digital Power Filter (Surge)		Included
X-DE26N	Stand w/ 2x-550-Sheet Additoinal Paper Drawers		Included
X-FX15	Fax Kit		Included
X-TR19N	Right-side Exit Tray		Included
X-TU16	Center Exit Tray		Included
ETINSTALL	Comprehensive Network Install by Qualified Professional		Included
RNG	Unlimited User Training		Included
ther ADDITIONAL Opt	ions Available		Add. Monthly Pymt.
	Utility Table		\$2
K-PK13L	Postscript Kit for Mac and Wireless Printing		\$8
(-FN27	50-Sheet Inner-Finisher: with Stapling		\$20
(-EB18	Wireless Print Kit (Requires PK13L)		\$12
X-PN14B	3 Hole Punch Module for MX-FNX1 Inner Finisher		\$10
X-FN29	Saddle Stitch Finisher		\$30
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Sourcewell

Benefits of Choosing Reliable Office Technologies

- Reliable has built it's name by offering clients' a long-term, business-partnership built on trust and meant to maximize savings & productivity.
- Reliable's Comprehensive Service Agreement includes ALL repair, labor and supply costs so no unanticipated T&M costs.
- Our Service Team's 50+ years combined techinical experience
- •Our Service Team's less than 4-hour avg. response-times for service calls!
- Family-owned & operated small business with over 28-years in local community.





- **Pricing Includes ALL Delivery, Installation, and Training
- **Service / Supply Agreement includes all parts, labor & supplies (except paper & staples)
- **Prices valid through 2/28/22

Comes with FREE Xerox C400DN Color Laser Priner w/ Trade-In of Current Devices

**Nationally bid Sourcewell pricing offered!





Recommended Solution #1: Sharp MX-2651 Color Multifunctional Copier

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CURRENT	Machine #1		
Machine	Sharp MX-3610N		
Serial #	1504636Y		
	Copy, Print, Scan, Fax,		
Functions	3-Trays		
Output	Color		
Location	Office		
	Lease w/ USB; Srv. w/		
Price Plan:	ROTC		
Monthly Lease payment	N/A		\$0.00
Monthly Service payment	\$95.67		Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,161		1,161
# of Mo Copies included (B&W)	2,000		2,000
Estimated Avg. Color Monthly Volume	927		927
# of Mo Copies included (Color)	400		400
Excess B&W Impression Charge	\$0.0177		\$0.0177
Excess Color Impression Charge	\$0.1241	İ	\$0.1241
Average Monthly Excess B&W Impression Charges	\$0.00	İ	\$0.00
Average Monthly Excess Color Impression Charges	\$65.40		\$65.40
TOTAL MONTHLY COST PER MACHINE:	\$161.07		

^{**}Meters based-of 12-mo. (annual) avg. Monthly Usage.

TOTAL MONTHLY EXPENSES:

\$161.07

		FREE Device	
PROPOSED	Machine #1	Machine #2	
Machine	Sharp MX-2651	Xerox C400-DN	
	Copy, Print, Scan, Fax,		
Functions	Tandem Trays	Print-Only	
Output	Color	Color	
Location	Office	Office	
	Lease w/USB; Srv w/		
Price Plan:	ROTC	Owned; Srv. w/ ROTC	
Monthly Lease payment	\$186.41	NA	\$186.41
Monthly Service payment	Incl. in Lease	Shared	Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,161	TBD	1,161
# of Mo Copies included (B&W)	1,200	Shared	1,200
Estimated Avg. Color Monthly Volume	927	TBD	927
# of Mo Copies included (Color)	1,000	Shared	1,000
Excess B&W Impression Charge	\$0.0079	Shared	\$0.0079
Excess Color Impression Charge	\$0.0799	Shared	\$0.0799
Average Monthly Excess B&W Impression Charges	\$0.00	Shared	\$0.00
Average Monthly Excess Color Impression Charges	\$0.00	Shared	\$0.00
TOTAL MONTHLY COST PER MACHINE:	\$186.41	Shared	

TOTAL MONTHLY EXPENSES:

\$186.41

NOTES:

^{**}Pricing reflects 60 month FMV lease

^{**}Trade-in of MX-3610N assumed.





Recommended Solution #2: Sharp MX-3051 Color Multifunctional Copier

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CURRENT	Machine #1		
Machine	Sharp MX-3610N		
Serial #	1504636Y		
	Copy, Print, Scan, Fax,		
Functions	3-Trays		
Output	Color		
Location	Office		
	Lease w/ USB; Srv. w/		
Price Plan:	ROTC		
Monthly Lease payment	N/A		\$0.00
Monthly Service payment	\$95.67		Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,161		1,161
# of Mo Copies included (B&W)	2,000		2,000
Estimated Avg. Color Monthly Volume	927		927
# of Mo Copies included (Color)	400		400
Excess B&W Impression Charge	\$0.0177		\$0.0177
Excess Color Impression Charge	\$0.1241	İ	\$0.1241
Average Monthly Excess B&W Impression Charges	\$0.00	İ	\$0.00
Average Monthly Excess Color Impression Charges	\$65.40		\$65.40
TOTAL MONTHLY COST PER MACHINE:	\$161.07		

^{**}Meters based-of 12-mo. (annual) avg. Monthly Usage.

TOTAL MONTHLY EXPENSES:

\$161.07

PROPOSED	Machine #1	Machine #2	
Machine	Sharp MX-3051	Xerox C400-DN	
	Copy, Print, Scan, Fax,		
Functions	Tandem Trays	Print-Only	
Output	Color	Color	
Location	Office	Office	
	Lease w/USB; Srv w/		
Price Plan:	ROTC	Owned; Srv. w/ ROTC	
Monthly Lease payment	\$198.79	NA	\$198.79
Monthly Service payment	Incl. in Lease	Shared	Incl. in Lease
Estimated Avg. B&W Monthly Volume	1,161	TBD	1,161
# of Mo Copies included (B&W)	1,200	Shared	1,200
Estimated Avg. Color Monthly Volume	927	TBD	927
# of Mo Copies included (Color)	1,000	Shared	1,000
Excess B&W Impression Charge	\$0.0079	Shared	\$0.0079
Excess Color Impression Charge	\$0.0799	Shared	\$0.0799
Average Monthly Excess B&W Impression Charges	\$0.00	Shared	\$0.00
Average Monthly Excess Color Impression Charges	\$0.00	Shared	\$0.00
TOTAL MONTHLY COST PER MACHINE:	\$198.79	Shared	

FREE Device

TOTAL MONTHLY EXPENSES:

\$198.79

NOTES:

^{**}Pricing reflects 60 month FMV lease

^{**}Trade-in of MX-3610N assumed.



e Comparison:	Option 1	Option 2	Free Device!	
Sharp MX-3610N	Sharp MX-2651	Sharp MX-3051	Xerox C400DN	<u>Advantage</u>
Color	Color	Color	Color	Process color originals
36ppm	26ppm	30ppm	36ppm	Fast output
36ppm	26ppm	30ppm	36ppm	Fast output
5.2 seconds	4.7 seconds	4.7 seconds	Print Only	Fast output
1250 MHz	1.4 GHz Multi-Core	1.4 GHz Multi-Core	1.05 GHz Multi-Core	Faster job processing
2 GB	5 GB	5 GB	2 GB	Quicker response & output
160 GB	500 GB	500 GB	Option	Quicker response & output
100-Sheet RSPF	100 Sheets RSPF	100 Sheets RSPF	Print Only	Process a large # of originals
Recirculating	Recirculating	Recirculating	Print Only	Less jamming
50IPM	80IPM	80IPM	Print Only	Process originals faster
2	2	2	1	Multiple paper stocks avail.
No	Yes	Yes	No	Unique to sharp MFPs
500-Sheets	550-Sheets	550-Sheets	550-Sheets	Can load a whole ream
100-Sheets	100-Sheets	100-Sheets	150-Sheets	Capable of more
Yes	Yes	Yes	No	Print covers
Yes	Yes	Yes	No	Half size plans
600 x 600 DPI	600 x 600 DPI	600 x 600 DPI	600 x 600 DPI	Output quality
600 x 600 DPI	600 x 600 DPI	600 x 600 DPI	Print Only	Output quality
Yes	Yes	Yes	Yes	Simple or complicated
Yes	Yes	Yes	Yes	Additional edit options
Yes 10.1"	Yes 10.1"	Yes 10.1"	Yes 5"	Answer questions at the copier
Yes	Yes	Yes	No	Forward faxes to an email
Yes	Yes	Yes	Print Only	Mobility
Yes	Yes	Yes	Yes	Mobility
Yes	Yes	Yes	Yes	Restrict, track, bill back
Yes	Yes	Yes	Yes	Reduce chance of theft
	Sharp MX-3610N Color 36ppm 36ppm 5.2 seconds 1250 MHz 2 GB 160 GB 100-Sheet RSPF Recirculating 50IPM 2 No 500-Sheets 100-Sheets 100-Sheets Yes Yes Yes Fes Yes Yes Yes Yes Yes Yes Yes Yes Yes Y	Sharp MX-3610N Sharp MX-2651 Color Color 36ppm 26ppm 36ppm 26ppm 5.2 seconds 4.7 seconds 1250 MHz 1.4 GHz Multi-Core 2 GB 5 GB 160 GB 500 GB 100-Sheet RSPF Recirculating Recirculating Recirculating 50IPM 80IPM 2 2 No Yes 500-Sheets 550-Sheets 100-Sheets 100-Sheets Yes Yes Yes Yes	Sharp MX-3610N Sharp MX-2651 Sharp MX-3051 Color Color Color 36ppm 26ppm 30ppm 36ppm 26ppm 30ppm 5.2 seconds 4.7 seconds 4.7 seconds 1250 MHz 1.4 GHz Multi-Core 1.4 GHz Multi-Core 2 GB 5 GB 5 GB 160 GB 500 GB 500 GB 100-Sheet RSPF 100 Sheets RSPF 100 Sheets RSPF Recirculating Recirculating Recirculating 50IPM 80IPM 80IPM 2 2 2 No Yes Yes 500-Sheets 550-Sheets 550-Sheets 100-Sheets 100-Sheets 100-Sheets 100-Sheets 100-Sheets 100-Sheets Yes Yes Yes Yes Yes Yes	Sharp MX-3610N Sharp MX-2651 Sharp MX-3051 Xerox C400DN Color Color Color Color 36ppm 26ppm 30ppm 36ppm 36ppm 26ppm 30ppm 36ppm 36ppm 36ppm 36ppm 36ppm 5.2 seconds 4.7 seconds Print Only 1250 MHz 1.4 GHz Multi-Core 1.4 GHz Multi-Core 1.05 GHz Multi-Core 2 GB 5 GB 5 GB 2 GB 160 GB 500 GB 500 GB Option 100-Sheet RSPF 100 Sheets RSPF Print Only Recirculating Recirculating Print Only Recirculating Recirculating Print Only 2 2 2 1 No Yes Yes No 500-Sheets 550-Sheets 550-Sheets 550-Sheets 100-Sheets 100-Sheets 150-Sheets Yes Yes Yes No Yes Yes Yes No

Proposed Arrangement and Benefits

- ♦ Install a new state-of-the-art Sharp Color MFP to replace aged, expensive copier.
- ◆ Sourcewell pricing offered is a nationally competitively bid contract offered to Gov't, religious, and non-profit organizations
- Sourcewell is an Authorized Government Agency, guaranteeing quality and service!
- ◆ Nationally leveraged volume pricing via Sourcewell © gives you lowest possible costs!!
- ◆ Proposal assumes trade-in and return of the old copier to the leasing company!
- ◆ Significantly lower overage CPC saves you money especially on color prints!
- ◆ Dramatically faster job processing speeds!
- Dramatically faster scanning speeds!
- ◆ Leading edge network scanning technology!
- ◆ Scan-to-Email helps facilitate on going paperless integration!
- ◆ Additional Right-Extra Tray for fax-output with either Option!
- ◆ Remote Front Panel allows us to gain access to your copier and interface. Great for problem resolution.
- ◆ Working solely with one dealer simplifies business. Call one number and vendor for sales, service and supplies!
- ◆ Professional network installation and customization included!
- ◆ On-going complementary "virtual" network support included!
- Maintain and stick with a business relationship that is working!
- ◆ Nourish small business and the local economy!
- ◆ FREE Supply Shipping on all equipment!
- ◆ Proposal assumes trade-in and disposal of old copier!
- **♦ FREE Xerox C400DN Color Laser Printer with any Sharp acquisition and trade-in by 2/28/28!!**
- ◆ ROTC will add the Xerox C400 Color Printer to current service plan at no charge! A perfect WFH-office device!



LEASE AGREEMENT

TO OUR VALUED CUSTOMER. This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX Imaging, LLC. Our address is 5109 W. Lemon Street, Tampa, FL, 33609 Lessee Name Federal Tax ID# Approval # **CUSTOMER** Chesapeake Beach Maryland **INFORMATION** Billing Street Address/City/County/State/Zip Lease # 8200 Bayside Road Chesapeake Beach, MD 20732 Lessee Phone No. Equipment Location (if different from above) Customer # 410 257 2230 **SUPPLIER DEX Imaging, LLC.** ("SUPPLIER") Supplier Phone # 443-589-0140 **INFORMATION** 10955 Golden W Dr Hunt Valley Baltimore, MD 21031 **EQUIPMENT Serial Number** Quantity Make/Model **DESCRIPTION** 1 HP E87650z (Please see attached 1 HP E78330dn schedule for additional equipment Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market **END OF PLUS** Value Purchase Option will apply. **LEASE APPLICABLE** ✓ Fair Market Value Purchase Option Fixed Price Purchase Option of \$ _ **PURCHASE TAXES** Fixed Price Purchase Option of % of the Total Cash Price **OPTION** Initial Lease Lease Payment: You agree to pay at the time you sign this Lease: TERM AND A) Total Advance Lease Payment: 0 (Mos.) = \$0.00**PAYMENT** Term: \$ 268 B) Sales/Use Tax on Advance Lease Payment **PLUS** = \$ 0.00**SCHEDULE APPLICABLE** Additional Provisions: C) One-time Origination Fee = \$75.00**TAXES** D) Total of A + B + C = \$75.00If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease **INSURANCE &** or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of **TAXES** BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. **TERMS AND CONDITIONS** PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Chesapeake Beach Maryland **DEX Imaging, LLC.** Lessor Authorized Signature Authorized Signature Print Name & Title Date Print Name & Title Date PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX Imaging, LLC., the Lessor identified in the Lease. In consideration Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX Imaging, LLC., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES T Personal Guarantor (no title) Personal Guarantor (no title) Print Name Date Print Name Date Home Street Address/City/State/Zip Home Street Address/City/State/Zip Phone Number Phone Number

Page 1 of 2 DEXFL1115

- 1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you up on the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging, LLC. or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX Imaging, LLC. or its assignee and DEX Imaging, LLC. after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is astisfactory. In the event of non-approval, the sole liability of DEX Imaging, LLC. shall be to refund to you the amount that has been paid us by you. If an advance payment is required, the first Lease Payment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% to reflect any configuration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all tradeups and buyouts, by the manufacturer/supplier.
- 2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, LLC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT, YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software, b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement, of you have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.
- 3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment prior to its return to us for any reason. You will pay for all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.
- crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

 4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this lease is \$1.00 you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

 5. LOSS OR DAMAGE As between you and us, you are responsible for any loss, theft or destruction of or damage to
- S. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.
- 6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request;(d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion. (a) We may secure properly loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this subsection (a) or (b) We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.
- 7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is \$1.00, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.
- ROCLUDE A PROFIL.

 8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition;

- (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.
- 9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, ACOMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Marter Value of the Equipment, (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its' fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the
- 10. FINANCE LEASE STATUS. The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522)
- 11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.
- against us.

 12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal term buring such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term buring you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value (in use and in place will our determination of the Equipment's fair market value, the fair market value (in use and in place will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.
- 13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnify continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.
- 14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.
- 15. EXECUTION AND DELIVERY. This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattle paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.
- 16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.
- 17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
- 18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.

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